

|                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>                                                                                                                                                                                                                                                                                                                                                                                        |      |                                                                                                                        | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 700) |                                                                                  | RATING<br>DO                                                        | PAGE OF PAGES<br>1 90                                                 |                                          |
| 2. CONTRACT NO.                                                                                                                                                                                                                                                                                                                                                                                                             |      | 3. SOLICITATION NO.<br>N00167-03-R-0074                                                                                |                                                              | 4. TYPE OF SOLICITATION<br>[ ] SEALED BID (IFB)<br>[ X ] NEGOTIATED (RFP)        | 5. DATE ISSUED<br>10 Feb 2004                                       | 6. REQUISITION/PURCHASE NO.<br>03-RNB-128                             |                                          |
| 7. ISSUED BY<br>NAVAL SURFACE WARFARE CENTER, CARDEROCK<br>CODE 3321, ROGER BRANSTITER<br>9500 MACARTHUR BLVD.<br>WEST BETHESDA MD 20817-5700                                                                                                                                                                                                                                                                               |      |                                                                                                                        | CODE N00167<br>TEL: 301-227-5782<br>FAX: 301-227-1583        | 8. ADDRESS OFFER TO (If other than Item 7)<br><br><b>See Item 7</b>              |                                                                     | CODE<br>TEL:<br>FAX:                                                  |                                          |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".                                                                                                                                                                                                                                                                                                                                            |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| <b>SOLICITATION</b>                                                                                                                                                                                                                                                                                                                                                                                                         |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| 9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Building 121, Room 214</u> until <u>14 00</u> local time <u>16 Mar 2004</u><br>(Hour) (Date)                                                                                                                 |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.                                                                                                                                                                                                                           |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| 10. FOR INFORMATION CALL:                                                                                                                                                                                                                                                                                                                                                                                                   |      | A. NAME<br>ROGER BRANSTITER                                                                                            |                                                              | B. TELEPHONE (Include area code) (NO COLLECT CALLS)<br>(301) 227-5782            |                                                                     | C. E-MAIL ADDRESS<br>BranstiterRN@nswccd.navy.mil                     |                                          |
| 11. TABLE OF CONTENTS                                                                                                                                                                                                                                                                                                                                                                                                       |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| (X)                                                                                                                                                                                                                                                                                                                                                                                                                         | SEC. | DESCRIPTION                                                                                                            |                                                              | PAGE(S)                                                                          | (X)                                                                 | SEC.                                                                  | DESCRIPTION                              |
| <b>PART I - THE SCHEDULE</b>                                                                                                                                                                                                                                                                                                                                                                                                |      |                                                                                                                        |                                                              |                                                                                  | <b>PART II - CONTRACT CLAUSES</b>                                   |                                                                       |                                          |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | A    | SOLICITATION/ CONTRACT FORM                                                                                            |                                                              | 1                                                                                | X                                                                   | I                                                                     | CONTRACT CLAUSES                         |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | B    | SUPPLIES OR SERVICES AND PRICES/ COSTS                                                                                 |                                                              | 2                                                                                | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b> |                                                                       |                                          |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | C    | DESCRIPTION/ SPECS./ WORK STATEMENT                                                                                    |                                                              | 14                                                                               | X                                                                   | J                                                                     | LIST OF ATTACHMENTS                      |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | D    | PACKAGING AND MARKING                                                                                                  |                                                              | 23                                                                               | <b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>                   |                                                                       |                                          |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | E    | INSPECTION AND ACCEPTANCE                                                                                              |                                                              | 29                                                                               | X                                                                   | K                                                                     | REPRESENTATIONS, CERTIFICATIONS AND      |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | F    | DELIVERIES OR PERFORMANCE                                                                                              |                                                              | 30                                                                               |                                                                     |                                                                       | OTHER STATEMENTS OF OFFERORS             |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | G    | CONTRACT ADMINISTRATION DATA                                                                                           |                                                              | 33                                                                               | X                                                                   | L                                                                     | INSTRS., CONDS., AND NOTICES TO OFFERORS |
| X                                                                                                                                                                                                                                                                                                                                                                                                                           | H    | SPECIAL CONTRACT REQUIREMENTS                                                                                          |                                                              | 34                                                                               | X                                                                   | M                                                                     | EVALUATION FACTORS FOR AWARD             |
| <b>OFFER (Must be fully completed by offeror)</b>                                                                                                                                                                                                                                                                                                                                                                           |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.                                                                                                                                                                                                                                                                                                       |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52.232-8)                                                                                                                                                                                                                                                                                                                                                     |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):                                                                                                                                                                                                                                                             |      |                                                                                                                        |                                                              | AMENDMENT NO.                                                                    |                                                                     | DATE                                                                  |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                             |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| 15A. NAME AND ADDRESS OF OFFEROR                                                                                                                                                                                                                                                                                                                                                                                            |      | CODE                                                                                                                   |                                                              | FACILITY                                                                         |                                                                     | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |                                          |
| 15B. TELEPHONE NO (Include area code)                                                                                                                                                                                                                                                                                                                                                                                       |      | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.<br><input type="checkbox"/> |                                                              | 17. SIGNATURE                                                                    |                                                                     | 18. OFFER DATE                                                        |                                          |
| <b>AWARD (To be completed by Government)</b>                                                                                                                                                                                                                                                                                                                                                                                |      |                                                                                                                        |                                                              |                                                                                  |                                                                     |                                                                       |                                          |
| 19. ACCEPTED AS TO ITEMS NUMBERED                                                                                                                                                                                                                                                                                                                                                                                           |      | 20. AMOUNT                                                                                                             |                                                              | 21. ACCOUNTING AND APPROPRIATION                                                 |                                                                     |                                                                       |                                          |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )                                                                                                                                                                                                                                                                 |      |                                                                                                                        |                                                              | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified) |                                                                     | ITEM                                                                  |                                          |
| 24. ADMINISTERED BY (If other than Item 7)                                                                                                                                                                                                                                                                                                                                                                                  |      | CODE                                                                                                                   |                                                              | 25. PAYMENT WILL BE MADE BY                                                      |                                                                     | CODE                                                                  |                                          |
| 26. NAME OF CONTRACTING OFFICER (Type or print)                                                                                                                                                                                                                                                                                                                                                                             |      |                                                                                                                        |                                                              | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer)           |                                                                     | 28. AWARD DATE                                                        |                                          |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## SECTION B Supplies or Services and Prices

**SECTION B – SUPPLIES AND/OR SERVICES**

| <b>FIRST ARTICLE TEST</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |          |      |            |             |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|------------|-------------|
| CLIN                      | SUPPLIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
| 0001                      | First Article Test Qualification on a set of equipment consisting of the following items fabricated by the contractor: Four (4) Mod I Compress Melt Units, two (2) Auxiliary Units, two (2) PWP Mod I Plastics Shredder Chamber Assembly Installation Kits, two (2) Disk Storage Bins and two (2) CLCU Cover Gratings. All items shall comply with Section C – Statement of Work. In the fabrication of the four (4) Mod I Compress Melt Units the contractor shall utilize Government Furnished Material (GFM) consisting of the castings specified in Paragraph 7(a) of the Statement of Work (SOW). <b>Please Note: The furnished castings will be provided as unmachined. The contractor will be responsible for machining the castings in accordance with the applicable drawings.</b> Upon completion of the First Article Testing all units shall be prepared for delivery to the Government. | 1        | LO   | \$ _____   | \$ _____    |

|      |                                                                                                                                                |   |    |      |      |
|------|------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|
| 0002 | Data for CLIN 0001<br>Data consists of CDRLs A001, A002, A003 and A004 of the DD Form 1423.<br>NSP – Cost included in the price for CLIN 0001. | 1 | LO | NSP* | NSP* |
|------|------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|

| <b>YEAR 1</b>             |                                                                                    |          |      |            |                 |
|---------------------------|------------------------------------------------------------------------------------|----------|------|------------|-----------------|
| CLIN                      | SUPPLIES                                                                           | QUANTITY | UNIT | UNIT PRICE | MAXIMUM PRICE** |
| 0003                      | Mod I. Compress Melt Unit                                                          |          |      |            |                 |
| <b>STEPLADDER PRICING</b> |                                                                                    |          |      |            |                 |
| 0003AA                    |                                                                                    | 1-4      | EA   | \$ _____   | \$ _____        |
| 0003AB                    |                                                                                    | 5-8      | EA   | \$ _____   | \$ _____        |
| 0003AC                    |                                                                                    | 9-16     | EA   | \$ _____   | \$ _____        |
| 0003AD                    |                                                                                    | 17-32    | EA   | \$ _____   | \$ _____        |
| 0003AE                    |                                                                                    | 33-64    | EA   | \$ _____   | \$ _____        |
| 0003AF                    |                                                                                    | 65-100   | EA   | \$ _____   | \$ _____        |
| 0004                      | Mod I. Compress Melt Unit<br>Utilizing GFM consisting of the castings specified in |          |      |            |                 |

Paragraph 7(a) of the  
Statement of Work (SOW).

**Please Note: The furnished castings will be  
provided as unmachined. The contractor  
will be responsible for machining the  
castings in accordance with the applicable  
drawings.**

#### STEPLADDER PRICING

|        |        |    |    |    |
|--------|--------|----|----|----|
| 0004AA | 1-4    | EA | \$ | \$ |
| 0004AB | 5-8    | EA | \$ | \$ |
| 0004AC | 9-16   | EA | \$ | \$ |
| 0004AD | 17-32  | EA | \$ | \$ |
| 0004AE | 33-64  | EA | \$ | \$ |
| 0004AF | 65-100 | EA | \$ | \$ |

0005 Mod I. Compress Melt Unit  
Utilizing GFM listed in  
Attachment 1

#### STEPLADDER PRICING

|        |        |    |    |    |
|--------|--------|----|----|----|
| 0005AA | 1-4    | EA | \$ | \$ |
| 0005AB | 5-8    | EA | \$ | \$ |
| 0005AC | 9-16   | EA | \$ | \$ |
| 0005AD | 17-32  | EA | \$ | \$ |
| 0005AE | 33-64  | EA | \$ | \$ |
| 0005AF | 65-100 | EA | \$ | \$ |

0006 Auxiliary Unit, Auxiliary Unit  
Grating, and Daily Cleaning  
Placard

#### STEPLADDER PRICING

|        |        |    |    |    |
|--------|--------|----|----|----|
| 0006AA | 1-4    | EA | \$ | \$ |
| 0006AB | 5-8    | EA | \$ | \$ |
| 0006AC | 9-16   | EA | \$ | \$ |
| 0006AD | 17-32  | EA | \$ | \$ |
| 0006AE | 33-64  | EA | \$ | \$ |
| 0006AF | 65-100 | EA | \$ | \$ |

0007 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit, Utilizing GFM listed in  
Attachment 2

\$ \$

#### STEPLADDER PRICING

|        |        |    |    |    |
|--------|--------|----|----|----|
| 0007AA | 1-4    | EA | \$ | \$ |
| 0007AB | 5-8    | EA | \$ | \$ |
| 0007AC | 9-16   | EA | \$ | \$ |
| 0007AD | 17-32  | EA | \$ | \$ |
| 0007AE | 33-64  | EA | \$ | \$ |
| 0007AF | 65-100 | EA | \$ | \$ |

0008 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation

## Kit

## STEPLADDER PRICING

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0008AA | 1-4    | EA | \$ |  |
| 0008AB | 5-8    | EA | \$ |  |
| 0008AC | 9-16   | EA | \$ |  |
| 0008AD | 17-32  | EA | \$ |  |
| 0008AE | 33-64  | EA | \$ |  |
| 0008AF | 65-100 | EA | \$ |  |

0009 Auxiliary Components  
listed in Attachment 3

## STEPLADDER PRICING

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0009AA | 1-4    | EA | \$ |  |
| 0009AB | 5-8    | EA | \$ |  |
| 0009AC | 9-16   | EA | \$ |  |
| 0009AD | 17-32  | EA | \$ |  |
| 0009AE | 33-64  | EA | \$ |  |
| 0009AF | 65-100 | EA | \$ |  |

0010 Disk Storage Bins

## STEPLADDER PRICING

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0010AA | 1-4    | EA | \$ |  |
| 0010AB | 5-8    | EA | \$ |  |
| 0010AC | 9-16   | EA | \$ |  |
| 0010AD | 17-32  | EA | \$ |  |
| 0010AE | 33-64  | EA | \$ |  |
| 0010AF | 65-100 | EA | \$ |  |

0011 CLCU Cover Grating

## STEPLADDER PRICING

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0011AA | 1-4    | EA | \$ |  |
| 0011AB | 5-8    | EA | \$ |  |
| 0011AC | 9-16   | EA | \$ |  |
| 0011AD | 17-32  | EA | \$ |  |
| 0011AE | 33-64  | EA | \$ |  |
| 0011AF | 65-100 | EA | \$ |  |

|      |                                                                                                                                                                                                                                     |   |    |      |      |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|
| 0012 | Data for specified hardware in accordance with the DD FORM 1423 attached to this contract. Data consists of CDRLs A005, A006, A010, A011, and A012. NSP – Costs included in the respective hardware/spares Items 0003 through 0011. | 1 | LO | NSP* | NSP* |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|

## YEAR 2

| CLIN | SUPPLIES                  | QUANTITY | UNIT | UNIT PRICE | MAXIMUM PRICE** |
|------|---------------------------|----------|------|------------|-----------------|
| 0013 | Mod I. Compress Melt Unit |          |      |            |                 |

## STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0013AA | 1-4    | EA | \$ |  | \$ |
| 0013AB | 5-8    | EA | \$ |  | \$ |
| 0013AC | 9-16   | EA | \$ |  | \$ |
| 0013AD | 17-32  | EA | \$ |  | \$ |
| 0013AE | 33-64  | EA | \$ |  | \$ |
| 0013AF | 65-100 | EA | \$ |  | \$ |

0014 Mod I. Compress Melt Unit  
Utilizing GFM listed in  
Attachment 1

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0014AA | 1-4    | EA | \$ |  | \$ |
| 0014AB | 5-8    | EA | \$ |  | \$ |
| 0014AC | 9-16   | EA | \$ |  | \$ |
| 0014AD | 17-32  | EA | \$ |  | \$ |
| 0014AE | 33-64  | EA | \$ |  | \$ |
| 0014AF | 65-100 | EA | \$ |  | \$ |

0015 Auxiliary Unit, Auxiliary Unit  
Grating, and Daily Cleaning  
Placard

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0015AA | 1-4    | EA | \$ |  | \$ |
| 0015AB | 5-8    | EA | \$ |  | \$ |
| 0015AC | 9-16   | EA | \$ |  | \$ |
| 0015AD | 17-32  | EA | \$ |  | \$ |
| 0015AE | 33-64  | EA | \$ |  | \$ |
| 0015AF | 65-100 | EA | \$ |  | \$ |

0016 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit, Utilizing GFM listed in  
Attachment 2

\$ \$

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0016AA | 1-4    | EA | \$ |  | \$ |
| 0016AB | 5-8    | EA | \$ |  | \$ |
| 0016AC | 9-16   | EA | \$ |  | \$ |
| 0016AD | 17-32  | EA | \$ |  | \$ |
| 0016AE | 33-64  | EA | \$ |  | \$ |
| 0016AF | 65-100 | EA | \$ |  | \$ |

0017 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0017AA | 1-4    | EA | \$ |  | \$ |
| 0017AB | 5-8    | EA | \$ |  | \$ |
| 0017AC | 9-16   | EA | \$ |  | \$ |
| 0017AD | 17-32  | EA | \$ |  | \$ |
| 0017AE | 33-64  | EA | \$ |  | \$ |
| 0017AF | 65-100 | EA | \$ |  | \$ |

0018 Auxiliary Components  
listed in Attachment 3

|        |     |    |          |          |
|--------|-----|----|----------|----------|
| 0018AA | 1-4 | EA | \$ _____ | \$ _____ |
|--------|-----|----|----------|----------|

## STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0018AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0018AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0018AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0018AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0018AF | 65-100 | EA | \$ _____ | \$ _____ |

## 0019 Disk Storage Bins

## STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0019AA | 1-4    | EA | \$ _____ | \$ _____ |
| 0019AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0019AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0019AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0019AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0019AF | 65-100 | EA | \$ _____ | \$ _____ |

## 0020 CLCU Cover Grating

## STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0020AA | 1-4    | EA | \$ _____ | \$ _____ |
| 0020AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0020AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0020AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0020AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0020AF | 65-100 | EA | \$ _____ | \$ _____ |

|      |                                                                                                                                                                                                                                     |   |    |      |      |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|
| 0021 | Data for specified hardware in accordance with the DD FORM 1423 attached to this contract. Data consists of CDRLs A005, A006, A010, A011, and A012. NSP – Costs included in the respective hardware/spares Items 0013 through 0020. | 1 | LO | NSP* | NSP* |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|

**YEAR 3**

| CLIN | SUPPLIES                  | QUANTITY | UNIT | UNIT PRICE | MAXIMUM PRICE** |
|------|---------------------------|----------|------|------------|-----------------|
| 0022 | Mod I. Compress Melt Unit |          |      |            |                 |

## STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0022AA | 1-4    | EA | \$ _____ | \$ _____ |
| 0022AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0022AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0022AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0022AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0022AF | 65-100 | EA | \$ _____ | \$ _____ |

## 0023 Mod I. Compress Melt Unit

Utilizing GFM listed in  
Attachment 1

STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0023AA | 1-4    | EA | \$ _____ | \$ _____ |
| 0023AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0023AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0023AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0023AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0023AF | 65-100 | EA | \$ _____ | \$ _____ |

0024 Auxiliary Unit, Auxiliary Unit  
Grating, and Daily Cleaning  
Placard

STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0024AA | 1-4    | EA | \$ _____ | \$ _____ |
| 0024AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0024AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0024AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0024AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0024AF | 65-100 | EA | \$ _____ | \$ _____ |

0025 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit, Utilizing GFM listed in  
Attachment 2

\$ \_\_\_\_\_ \$ \_\_\_\_\_

STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0025AA | 1-4    | EA | \$ _____ | \$ _____ |
| 0025AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0025AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0025AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0025AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0025AF | 65-100 | EA | \$ _____ | \$ _____ |

0026 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit

STEPLADDER PRICING

|        |        |    |          |          |
|--------|--------|----|----------|----------|
| 0026AA | 1-4    | EA | \$ _____ | \$ _____ |
| 0026AB | 5-8    | EA | \$ _____ | \$ _____ |
| 0026AC | 9-16   | EA | \$ _____ | \$ _____ |
| 0026AD | 17-32  | EA | \$ _____ | \$ _____ |
| 0026AE | 33-64  | EA | \$ _____ | \$ _____ |
| 0026AF | 65-100 | EA | \$ _____ | \$ _____ |

0027 Auxiliary Components  
listed in Attachment 3

STEPLADDER PRICING

|        |      |    |          |          |
|--------|------|----|----------|----------|
| 0027AA | 1-4  | EA | \$ _____ | \$ _____ |
| 0027AB | 5-8  | EA | \$ _____ | \$ _____ |
| 0027AC | 9-16 | EA | \$ _____ | \$ _____ |

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0027AD | 17-32  | EA | \$ |  |
| 0027AE | 33-64  | EA | \$ |  |
| 0027AF | 65-100 | EA | \$ |  |

## 0028 Disk Storage Bins

## STEPLADDER PRICING

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0028AA | 1-4    | EA | \$ |  |
| 0028AB | 5-8    | EA | \$ |  |
| 0028AC | 9-16   | EA | \$ |  |
| 0028AD | 17-32  | EA | \$ |  |
| 0028AE | 33-64  | EA | \$ |  |
| 0028AF | 65-100 | EA | \$ |  |

## 0029 CLCU Cover Grating

## STEPLADDER PRICING

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0029AA | 1-4    | EA | \$ |  |
| 0029AB | 5-8    | EA | \$ |  |
| 0029AC | 9-16   | EA | \$ |  |
| 0029AD | 17-32  | EA | \$ |  |
| 0029AE | 33-64  | EA | \$ |  |
| 0029AF | 65-100 | EA | \$ |  |

|      |                                                                                                                                                                                                                                     |   |    |      |      |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|
| 0030 | Data for specified hardware in accordance with the DD FORM 1423 attached to this contract. Data consists of CDRLs A005, A006, A010, A011, and A012. NSP – Costs included in the respective hardware/spares Items 0022 through 0029. | 1 | LO | NSP* | NSP* |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|

**YEAR 4**

| CLIN | SUPPLIES                  | QUANTITY | UNIT | UNIT PRICE | MAXIMUM PRICE** |
|------|---------------------------|----------|------|------------|-----------------|
| 0031 | Mod I. Compress Melt Unit |          |      |            |                 |

## STEPLADDER PRICING

|        |        |    |    |  |
|--------|--------|----|----|--|
| 0031AA | 1-4    | EA | \$ |  |
| 0031AB | 5-8    | EA | \$ |  |
| 0031AC | 9-16   | EA | \$ |  |
| 0031AD | 17-32  | EA | \$ |  |
| 0031AE | 33-64  | EA | \$ |  |
| 0031AF | 65-100 | EA | \$ |  |

|      |                                                                |
|------|----------------------------------------------------------------|
| 0032 | Mod I. Compress Melt Unit Utilizing GFM listed in Attachment 1 |
|------|----------------------------------------------------------------|

## STEPLADDER PRICING

|        |       |    |    |  |
|--------|-------|----|----|--|
| 0032AA | 1-4   | EA | \$ |  |
| 0032AB | 5-8   | EA | \$ |  |
| 0032AC | 9-16  | EA | \$ |  |
| 0032AD | 17-32 | EA | \$ |  |



|        |        |    |    |  |    |  |
|--------|--------|----|----|--|----|--|
| 0032AE | 33-64  | EA | \$ |  | \$ |  |
| 0032AF | 65-100 | EA | \$ |  | \$ |  |

0033 Auxiliary Unit, Auxiliary Unit  
Grating, and Daily Cleaning  
Placard

#### STEPLADDER PRICING

|        |        |    |    |  |    |  |
|--------|--------|----|----|--|----|--|
| 0033AA | 1-4    | EA | \$ |  | \$ |  |
| 0033AB | 5-8    | EA | \$ |  | \$ |  |
| 0033AC | 9-16   | EA | \$ |  | \$ |  |
| 0033AD | 17-32  | EA | \$ |  | \$ |  |
| 0033AE | 33-64  | EA | \$ |  | \$ |  |
| 0033AF | 65-100 | EA | \$ |  | \$ |  |

0034 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit, Utilizing GFM listed in  
Attachment 2

\$ \$

#### STEPLADDER PRICING

|        |        |    |    |  |    |  |
|--------|--------|----|----|--|----|--|
| 0034AA | 1-4    | EA | \$ |  | \$ |  |
| 0034AB | 5-8    | EA | \$ |  | \$ |  |
| 0034AC | 9-16   | EA | \$ |  | \$ |  |
| 0034AD | 17-32  | EA | \$ |  | \$ |  |
| 0034AE | 33-64  | EA | \$ |  | \$ |  |
| 0034AF | 65-100 | EA | \$ |  | \$ |  |

0035 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit

#### STEPLADDER PRICING

|        |        |    |    |  |    |  |
|--------|--------|----|----|--|----|--|
| 0035AA | 1-4    | EA | \$ |  | \$ |  |
| 0035AB | 5-8    | EA | \$ |  | \$ |  |
| 0035AC | 9-16   | EA | \$ |  | \$ |  |
| 0035AD | 17-32  | EA | \$ |  | \$ |  |
| 0035AE | 33-64  | EA | \$ |  | \$ |  |
| 0035AF | 65-100 | EA | \$ |  | \$ |  |

0036 Auxiliary Components  
listed in Attachment 3

#### STEPLADDER PRICING

|        |        |    |    |  |    |  |
|--------|--------|----|----|--|----|--|
| 0036AA | 1-4    | EA | \$ |  | \$ |  |
| 0036AB | 5-8    | EA | \$ |  | \$ |  |
| 0036AC | 9-16   | EA | \$ |  | \$ |  |
| 0036AD | 17-32  | EA | \$ |  | \$ |  |
| 0036AE | 33-64  | EA | \$ |  | \$ |  |
| 0036AF | 65-100 | EA | \$ |  | \$ |  |

0037 Disk Storage Bins

#### STEPLADDER PRICING

|        |     |    |    |  |    |  |
|--------|-----|----|----|--|----|--|
| 0037AA | 1-4 | EA | \$ |  | \$ |  |
|--------|-----|----|----|--|----|--|

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0037AB | 5-8    | EA | \$ |  | \$ |
| 0037AC | 9-16   | EA | \$ |  | \$ |
| 0037AD | 17-32  | EA | \$ |  | \$ |
| 0037AE | 33-64  | EA | \$ |  | \$ |
| 0037AF | 65-100 | EA | \$ |  | \$ |

## 0038 CLCU Cover Grating

## STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0038AA | 1-4    | EA | \$ |  | \$ |
| 0038AB | 5-8    | EA | \$ |  | \$ |
| 0038AC | 9-16   | EA | \$ |  | \$ |
| 0038AD | 17-32  | EA | \$ |  | \$ |
| 0038AE | 33-64  | EA | \$ |  | \$ |
| 0038AF | 65-100 | EA | \$ |  | \$ |

|      |                                                                                                                                                                                                                                     |   |    |      |      |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|
| 0039 | Data for specified hardware in accordance with the DD FORM 1423 attached to this contract. Data consists of CDRLs A005, A006, A010, A011, and A012. NSP – Costs included in the respective hardware/spares Items 0031 through 0038. | 1 | LO | NSP* | NSP* |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|

## YEAR 5

| CLIN               | SUPPLIES                  | QUANTITY | UNIT | UNIT PRICE | MAXIMUM PRICE** |
|--------------------|---------------------------|----------|------|------------|-----------------|
| 0040               | Mod I. Compress Melt Unit |          |      |            |                 |
| STEPLADDER PRICING |                           |          |      |            |                 |
| 0040AA             |                           | 1-4      | EA   | \$         | \$              |
| 0040AB             |                           | 5-8      | EA   | \$         | \$              |
| 0040AC             |                           | 9-16     | EA   | \$         | \$              |
| 0040AD             |                           | 17-32    | EA   | \$         | \$              |
| 0040AE             |                           | 33-64    | EA   | \$         | \$              |
| 0040AF             |                           | 65-100   | EA   | \$         | \$              |

|      |                                                                      |
|------|----------------------------------------------------------------------|
| 0041 | Mod I. Compress Melt Unit<br>Utilizing GFM listed in<br>Attachment 1 |
|------|----------------------------------------------------------------------|

## STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0041AA | 1-4    | EA | \$ |  | \$ |
| 0041AB | 5-8    | EA | \$ |  | \$ |
| 0041AC | 9-16   | EA | \$ |  | \$ |
| 0041AD | 17-32  | EA | \$ |  | \$ |
| 0041AE | 33-64  | EA | \$ |  | \$ |
| 0041AF | 65-100 | EA | \$ |  | \$ |

|      |                                                                          |
|------|--------------------------------------------------------------------------|
| 0042 | Auxiliary Unit, Auxiliary Unit<br>Grating, and Daily Cleaning<br>Placard |
|------|--------------------------------------------------------------------------|

## STEPLADDER PRICING

|        |     |    |    |  |    |
|--------|-----|----|----|--|----|
| 0042AA | 1-4 | EA | \$ |  | \$ |
|--------|-----|----|----|--|----|

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0042AB | 5-8    | EA | \$ |  | \$ |
| 0042AC | 9-16   | EA | \$ |  | \$ |
| 0042AD | 17-32  | EA | \$ |  | \$ |
| 0042AE | 33-64  | EA | \$ |  | \$ |
| 0042AF | 65-100 | EA | \$ |  | \$ |

0043 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit, Utilizing GFM listed in  
Attachment 2

\$ \$

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0043AA | 1-4    | EA | \$ |  | \$ |
| 0043AB | 5-8    | EA | \$ |  | \$ |
| 0043AC | 9-16   | EA | \$ |  | \$ |
| 0043AD | 17-32  | EA | \$ |  | \$ |
| 0043AE | 33-64  | EA | \$ |  | \$ |
| 0043AF | 65-100 | EA | \$ |  | \$ |

0044 PWP Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0044AA | 1-4    | EA | \$ |  | \$ |
| 0044AB | 5-8    | EA | \$ |  | \$ |
| 0044AC | 9-16   | EA | \$ |  | \$ |
| 0044AD | 17-32  | EA | \$ |  | \$ |
| 0044AE | 33-64  | EA | \$ |  | \$ |
| 0044AF | 65-100 | EA | \$ |  | \$ |

0045 Auxiliary Components  
listed in Attachment 3

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0045AA | 1-4    | EA | \$ |  | \$ |
| 0045AB | 5-8    | EA | \$ |  | \$ |
| 0045AC | 9-16   | EA | \$ |  | \$ |
| 0045AD | 17-32  | EA | \$ |  | \$ |
| 0045AE | 33-64  | EA | \$ |  | \$ |
| 0045AF | 65-100 | EA | \$ |  | \$ |

0046 Disk Storage Bins

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0046AA | 1-4    | EA | \$ |  | \$ |
| 0046AB | 5-8    | EA | \$ |  | \$ |
| 0046AC | 9-16   | EA | \$ |  | \$ |
| 0046AD | 17-32  | EA | \$ |  | \$ |
| 0046AE | 33-64  | EA | \$ |  | \$ |
| 0046AF | 65-100 | EA | \$ |  | \$ |

0047 CLCU Cover Grating

#### STEPLADDER PRICING

|        |        |    |    |  |    |
|--------|--------|----|----|--|----|
| 0047AA | 1-4    | EA | \$ |  | \$ |
| 0047AB | 5-8    | EA | \$ |  | \$ |
| 0047AC | 9-16   | EA | \$ |  | \$ |
| 0047AD | 17-32  | EA | \$ |  | \$ |
| 0047AE | 33-64  | EA | \$ |  | \$ |
| 0047AF | 65-100 | EA | \$ |  | \$ |

|      |                                                                                                                                                                                                                                     |   |    |      |      |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|
| 0048 | Data for specified hardware in accordance with the DD FORM 1423 attached to this contract. Data consists of CDRLs A005, A006, A010, A011, and A012. NSP – Costs included in the respective hardware/spares Items 0040 through 0047. | 1 | LO | NSP* | NSP* |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|------|------|

The total of all Maximum Prices for all CLINs/SubCLINS: \$

\*NSP – Not Separately Priced

\*\* Maximum Price – The Maximum Price is based on the multiplication of the Unit Price for each SubClin (e.g. 0003AA) by the maximum quantity in the established range (e.g. for CLIN 0003AA the maximum quantity in the established range is 4).

Below is a sample. **Please note: The unit prices used in the below sample are in no way indicative of the Government's estimate for this item.**

| CLIN               | SUPPLIES                  | QUANTITY | UNIT | UNIT PRICE | MAXIMUM PRICE** |
|--------------------|---------------------------|----------|------|------------|-----------------|
| 0003               | Mod I. Compress Melt Unit |          |      |            |                 |
| STEPLADDER PRICING |                           |          |      |            |                 |
| 0003AA             |                           | 1-4      | EA   | \$100.00   | \$ 400.00       |
| 0003AB             |                           | 5-8      | EA   | \$90.00    | \$ 720.00       |
| 0003AC             |                           | 9-16     | EA   | \$85.00    | \$1,360.00      |
| 0003AD             |                           | 17-32    | EA   | \$80.00    | \$2,560.00      |
| 0003AE             |                           | 33-64    | EA   | \$75.00    | \$4,800.00      |
| 0003AF             |                           | 65-100   | EA   | \$70.00    | \$7,000.00      |

Contract Type: It is anticipated that the contract awarded as a result of this solicitation will be an Indefinite Delivery, Indefinite Quantity type contract which provides for the issuance of Delivery Orders during the period from the date of award through five (5) years thereafter.

This contract does not include any options.

NOTE (1): Dependent on the CLINs ordered by specific Delivery Orders, the Government will provide Government Furnished Property/Government Furnished Material (GFP/GFM) as listed in SOW paragraph 7(a) and Attachments 1 and 2.

NOTE (2): Minimum and Maximum Quantities: As referred to in paragraph (b), Clause 52.216-22, entitled "Indefinite Quantity", the contract minimum quantity is \$50,000.00 worth of orders; the maximum quantity is the total estimated amount of the contract. The total estimated amount is not to be exceeded without prior approval of the Procuring Contracting Officer (PCO).

NOTE (3): Rights in Technical Data and Computer Software: The Government shall have unlimited rights in technical data and computer software delivered under the resultant contract in accordance with, and as defined by, Clauses 252.227-7013 and 252.227-7014 which are contained in Section I of the solicitation.

NOTE (4): The item described under CLIN 0004 will be acquired in Year 1 only.

NOTE (5): The submission of CDRLs A007 and A009 is required only if the contractor submits an Engineering Change Proposal (ECP).

NOTE (6): The submission of CDRL A008 is required only when the contractor submits a Request for Deviation (RFD).

## SECTION C Descriptions and Specifications

**SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT****PART 1 - CONTRACT LINE ITEM DESCRIPTION**

1. This contract is for the production, assembly, testing, and delivery of Plastics Waste Processing (PWP) equipment and spare parts for installation onboard US Navy ships. The Offeror shall use the latest revision of drawings cited below for all PWP equipment. The procurement of the Mod. I PWP equipment and spare parts will consist of some combination of the following:

- a) Mod. I Compress Melt Units, (CLINs 0003, 0013, 0022, 0031, and 0040), in accordance with paragraph 3.a below.
- b) Mod. I Compress Melt Units, utilizing Government Furnished Material, consisting of castings only, (CLIN 0004), (Please note: This item may be ordered only in Year 1 of the contract), in accordance with paragraph 3.b below.
- c) Mod. I Compress Melt Units Utilizing Government Furnished Material (GFM) (CLINs 0005, 0014, 0023, 0032, and 0041), in accordance with paragraph 3.c below.
- d) Auxiliary Units, Auxiliary Unit Gratings, and Daily Cleaning Placards (CLINs 0006, 0015, 0024, 0033, and 0042), in accordance with paragraph 3.d below.
- e) Mod. I Plastics Shredder Chamber Assemblies Utilizing GFM and Installation Kits (CLINs 0007, 0016, 0025, 0034, and 0043), in accordance with paragraph 3.e below.
- f) Mod. I Plastics Shredder Chamber Assemblies Installation Kits, (CLINs 0008, 0017, 0026, 0035, and 0044) in accordance with to paragraph 3.f below.
- g) Auxiliary Components, (CLINs 0009, 0018, 0027, 0036, and 0045), in accordance with to paragraph 3.g below.
- h) Disk Storage Bins, (CLINs 0010, 0019, 0028, 0037, and 0046), in accordance with to paragraph 3.h below.
- i) CLCU Cover Gratings, (CLINs 0011, 0020, 0029, 0038, and 0047), in accordance with paragraph 3.i below.

2. The Electrical Enclosure Mounting Adapter, dwg 593-7556805, will not be procured as part of this contract.

3. The following is a description of each item listed in paragraph 1:

- a) The Mod. I Compress Melt Unit(s) (CMU) shall be manufactured in accordance with NAVSEA Top Level Drawing No. 593-7556810, piece numbers 1, 3, 4, 5, 6, and 7, and all drawings referenced thereon, including all tiered references. For each Mod. I CMU

ordered, two (2) each of pieces 6 and 7 will be delivered. The contractor shall utilize the Government furnished software to program the Programmable Logic Controllers for each Mod. I CMU. The software will be provided in the form of a master PROM chip.

- b) The Mod. I Compress Melt Unit(s) (CMU), utilizing Government Furnished Material (GFM) in the form of the castings listed in paragraph 7(a) below, shall be manufactured in accordance with NAVSEA Top Level Drawing No. 593-7556810, piece numbers 1, 3, 4, 5, 6, and 7, and all drawings referenced thereon, including all tiered references. For each Mod. I CMU ordered, two (2) each of pieces 6 and 7 will be delivered. The contractor shall utilize the Government furnished software to program the Programmable Logic Controllers for each Mod. I CMU. The software will be provided in the form of a master PROM chip. The contractor shall utilize the GFM to manufacture and assemble the Mod. I Compress Melt Units.
- c) The Mod. I Compress Melt Unit(s) (CMU), utilizing GFM, shall be manufactured in accordance with NAVSEA Top Level Drawing No. 593-7556810, piece numbers 1, 3, 4, 5, 6, and 7, and all drawings referenced thereon, including all tiered references. For each Mod. I CMU ordered, two (2) each of pieces 6 and 7 will be delivered. The contractor shall utilize the Government furnished software to program the Programmable Logic Controllers for each Mod. I CMU. The software will be provided in the form of a master PROM chip. The contractor shall utilize GFM to manufacture and assemble the Mod. I Compress Melt Units. The GFM to be provided are listed in Attachment 1.
- d) The Auxiliary Unit(s) (AU) shall be manufactured in accordance with NAVSEA Top Level Drawing No. 593-7556810, piece number 2 and all drawings referenced thereon, including all tiered references. The Auxiliary Unit Grating(s) shall be manufactured in accordance with NAVSEA Drawing No. 593-7556806. The CMU Daily Cleaning Placard(s) shall be manufactured in accordance with NAVSEA Drawing No. 593-755-6804. One Auxiliary Unit Grating and one CMU Daily Cleaning Placard will be provided for each AU that is delivered.
- e) The PWP Mod. I Plastics Shredder Chamber Assembly Installation Kit(s), utilizing GFM, shall be manufactured in accordance with NAVSEA Drawing No. 593-7556874 Assembly 97, and all drawings referenced thereon, including all tiered references. The Installation Kit shall include items from NAVSEA Drawing No. 593-7556874 Assembly 98 (pieces 7 through 18 and 21 through 29) and Assembly 99 (pieces 19 and 20). These items shall be packaged separately from the chamber assembly and marked accordingly. Each item contained in the kit shall also be individually packaged and labeled. The contractor shall utilize GFM to manufacture and assemble the PWP Mod. I Plastics Shredder Chamber Assembly. The GFM to be provided are listed in Attachment 2.
- f) The PWP Mod. I Plastics Shredder Chamber Assembly and Installation Kit(s) shall be manufactured in accordance with NAVSEA Drawing No. 593-7556874 Assembly 97, and all drawings referenced thereon, including all tiered references. The

Installation kit shall include items from NAVSEA Drawing No. 593-7556874 Assembly 98 (pieces 7 through 18 and 21 through 29), and Assembly 99 (pieces 19 and 20). These items shall be packaged separately from the chamber assembly and marked accordingly. Each item contained in the kit shall also be individually packaged and labeled.

- g) Auxiliary Components shall consist of those items identified on Attachment 3. All spare parts furnished hereunder shall be interchangeable with the comparable part of the working Government furnished prototype and all production systems delivered. Interchangeability certifications shall be furnished as required in accordance with CDRL A004 of the attached DD Form 1423.
- h) The Disk Storage Bin(s) shall be manufactured in accordance with NAVSEA Drawing No. 593-7556808 Assembly 99, and all drawings referenced thereon, including all tiered references.
- i) The CLCU Cover Grating(s) shall be manufactured in accordance with NAVSEA Drawing No. 593-7556806 Assembly 98, and all drawings referenced thereon, including all tiered references.

4. Testing shall be performed on all hardware listed in paragraphs 3a through 3i in accordance with Attachment 4 and top-level assembly drawings.

5. The list of drawings to be used for the manufacture and assembly of the Mod. I CMU, AU, Mod. I Plastic Shredder (PS) Chamber Assembly installation kits, auxiliary components, and disk storage bins is provided in Attachment 5.

## PART 2 - GENERAL REQUIREMENTS

1. The nameplates for Mod. I Plastics Shredder Chambers, Mod. I Compress Melt Units, Auxiliary Units, and CMU Rear Electrical Enclosure Assemblies shall indicate the serial number for the components. Serial numbers shall be sequential starting with the number 0001 for the first component of each equipment type. The serial number will be comprised of four elements.

| Title                                                                                                                                                              | Position | Symbol                     | Explanation                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------|----------------------------------------------------------------------------------------------------------------|
| Contractor designation                                                                                                                                             | 1        | Upper case alpha-character | Letter designation for the Contractor to be assigned by NSWCCD at a later date.                                |
| Sequence Number                                                                                                                                                    | 2-5      | Numeric                    | Example: 0001. The first unit of any component will begin with 0001.                                           |
| Equipment Type                                                                                                                                                     | 6        | Upper case alpha-character | Letter designation for the equipment.<br>P - Plastic shredder<br>C - CMU<br>A - AU                             |
| Component Designation                                                                                                                                              | 7        | Upper case alpha-character | Letter designation for the component.<br>Q - equipment (CMU, AU, Shredder)<br>E - electrical control enclosure |
| Examples: R0001CQ is the serial number for the first CMU manufactured by Contractor R. R0010CE is the tenth CMU electrical enclosure manufactured by Contractor R. |          |                            |                                                                                                                |



2. The suppliers listed on the drawings are known suppliers. There may be other suppliers. The Contractor may utilize any suitable supplier. However, the Contractor must advise the Procuring Contracting Officer (PCO) in writing if the supplier to be utilized is not listed on the applicable drawing(s). Documentation that demonstrates form, fit, function, and interchangeability must accompany each notification.

3. The Contractor shall implement a quality assurance program that is in accordance with at least a tailored version of ISO 9002 (1994), Quality Systems - Model for Quality Assurance in Production and Installation identified below. A DRAFT copy of the Quality Assurance Plan (CDRL A004) shall be submitted for Government review no later than 30 days after issuance of the first Delivery Order. The Government has 30 days for review/approval. The FINAL copy with Government review comments incorporated shall be submitted no later than 15 days after receipt of Government review comments. The following distribution statement shall be printed on the title page of the document and apply: Distribution Statement "C". Distribution authorized to U.S. Government Agencies and their contractors. Administrative or Operational Use, (month)(Year) for example Dec 2003. Other requests for this document shall be referred to NAVSEA 05M4. Technical data shall be marked with "Distribution Statement C," Distribution authorized to U.S. Government agencies and their contractors. The following sections of ISO 9002 (1994) shall be invoked in order to meet the minimum quality assurance requirements and each area shall be addressed in the Quality Assurance Plan:

#### 4.2 Quality System

##### 4.2.1 General

##### 4.2.2 Quality-System Procedures

#### 4.5 Document and Data Control

##### 4.5.1 General

##### 4.5.2 Document and Data Approval and Issue

##### 4.5.3 Document and Data Changes

#### 4.6 Purchasing

##### 4.6.1 General

##### 4.6.4.2 Customer Verification of Subcontracted Product

#### 4.7 Control of Customer-Supplied Product

#### 4.9 Process Control

#### 4.10 Inspection and Testing

##### 4.10.1 General

##### 4.10.2 Receiving Inspection and Testing

##### 4.10.3 In-Process Inspection and Testing

##### 4.10.4 Final Inspection and Testing

##### 4.10.5 Inspection and Test Records

#### 4.11 Control of Inspection, Measuring, and Test Equipment

##### 4.11.1 General

##### 4.11.2 Control Procedure

#### 4.12 Inspection and Test Status

- 4.13 Control of Nonconforming Product
  - 4.13.1 General
  - 4.13.2 Review and Disposition of Nonconforming Product
- 4.14 Corrective and Preventive Action
  - 4.14.2 Corrective Action
- 4.16.1 Control of Quality Records

4. The Contractor shall establish and implement an appropriate configuration management plan. ISO 10007:2003 should be used as guidance. The plan shall require the use of Engineering Change Proposals (ECPs) (IAW CDRL A007), Value Engineering Change Proposals (VECPs), and Requests for Deviations (RFD) (IAW CDRL A008), submitted for Government approval. Request for Waivers (RFW) shall be submitted for Government approval, as appropriate. Documentation that demonstrates form, fit, function, and interchangeability must accompany each ECP, VECP, RFD or RFW submitted for Government approval. All RFW must include notation on the cause and corrective action, and a recommended disposition. In addition, the Contractor shall identify any changes to the technical manual resulting from any proposed ECP, VECP, RFD, or RFW. Any equipment or component change may also be required to undergo testing. Any ECP, VECP, RFD or RFW submitted must also consider the cost of integrated logistics support (ILS) changes to the Government, which are approximately as follows: \$0.5 K for each part change, \$3K for each new Allowance Parts List (APL), and \$1K for each technical manual change page. At the Government's election, any such proposed ECP, VECP, RFD, or RFW shall be presented at a mutually agreeable time to the cognizant Government quality assurance representative (QAR) and/or Naval Sea Systems Command (NAVSEA). This may occur at the scheduled monthly progress meeting. (See Paragraph 13 below).

5. Testing of the initial production equipment shall be witnessed by the Government prior to delivery. Testing will be in accordance with Attachment 4.

6. GFP/GFI: The following items will be provided to the contractor by the Government to assist the contractor with any manufacturing problems that may arise. These will be returned to the Government at the end of this contract.

|                                                    |                          |
|----------------------------------------------------|--------------------------|
| PWP Mod. I System Assembly                         | Dwg: 593-7556810 Assy 99 |
| PWP Mod. I Plastic Shredder Chamber Assembly       | Dwg: 593-7556871 Assy 99 |
| Disc Storage Bin                                   | Dwg: 593-7556808 Assy 99 |
| Allowance Parts List for PWP Mod. I System         |                          |
| PWP Mod. I Technical Manual                        |                          |
| PWP Mod. I Plastic Waste Shredder Technical Manual |                          |

#### 7. Castings

Foundry molds, including special tooling, for the following items have been made previously for these parts by the companies listed below. Use of the companies listed below may result in lower costs and shorter delivery dates.

(a) The following parts can only be made from castings:

- (i) Plastic Processor Lower Frame: Dwg 593-7556814

- Sturm Inc.  
1305 Main Street  
Barboursville, WV 25504  
800-624-3485
- (ii) Plastic Processor Chamber: Dwg 593-7556822
- Mansfield Brass and Aluminum  
636 Center Street  
New Washington, OH 44844-9417  
419-492-2166
- (iii) CMU Ram: Dwg 593-7556818
- Durex Industries  
190 Detroit Street  
Cary, IL 60013-2979  
847-639-5600
- (iv) CMU Door: Dwg 593-7556817
- Durex Industries  
190 Detroit Street  
Cary, IL 60013-2979  
847-639-5600
- (v) Ram Adapter: Dwg 593-7556821
- Effort Foundry  
6980 Chrisphalt Drive  
Bath, PA 18014  
610/837-1837
- (vi) Shock Mount: Dwg 593-7556825
- Effort Foundry  
6980 Chrisphalt Drive  
Bath, PA 18014  
610/837-1837
- (vii) Door Jam Breaker Bar: Dwg 593-7556830
- Effort Foundry  
6980 Chrisphalt Drive  
Bath, PA 18014  
610/837-1837
- (viii) CMU Door Hinge Bracket: Dwg 593-7556832
- Sturm Inc.  
1305 Main Street  
Barboursville, WV 25504  
800-624-3485
- Universal Technologies, Inc.  
PO Box 640, 165 Alsonia Street

Estill Springs, TN 37330  
931-649-5171

Penn State Tool and Die  
7590 Route 30  
Huntingdon, PA 15642  
724-864-2626

(b) The following parts may be made by castings or machining.

- |                                                            |                                       |
|------------------------------------------------------------|---------------------------------------|
| (i) Locking Lug:                                           | Dwg 593-7556811 pc 40                 |
| (ii) Bracket, Hinge Pin:                                   | Dwg 593-7556812 pc 4                  |
| (iii) Pivot Lug:                                           | Dwg 593-7556812 pc 17                 |
| (iv) Shredder Chamber Upper<br>and Lower Bearing Housings: | Dwg 593-7556871 pcs 8, 9, 20,<br>& 21 |

8. Assignment and use of National Stock Numbers - To the extent that National Stock Numbers (NSNs) or Navy Item Control Numbers (NICN) are assigned by the Government for the identification of parts, pieces, items, subassemblies, or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of package labels, packing lists, shipping containers, and shipping documents as required by applicable specifications, standards, or Data Item Descriptions of the contract or as required by orders for spare parts. The cognizant Government Contract Administration Office shall be responsible for providing the contractor such NSNs or preliminary NSNs which may be assigned and which are not already in the possession of the contractor. The contractor shall also change any NICNs to permanent NSNs on labels of any parts or assemblies that are still within their possession and on subsequent parts or assemblies if instructed by the Government.

9. The Contractor shall implement Configuration Management in accordance with ISO 10007:2003. Implementation of the following Department of Defense forms is required:

Engineering Change Proposal (ECP) DD Form 1692 APR 92, pg. 1-6  
Request for Deviation/Request for Waiver DD Form 1694 APR 92  
Notice of Revision (NOR) DD Form 1695 APR 92

No ECP will be considered by the Government unless the contractor has demonstrated operability and interchangeability of the desired substitution. Operability and Interchangeability shall be demonstrated by inserting the desired substitution into the Government furnished prototype and completing the requirements of the Contractor's Configuration Management Plan, and or the Contractor's Engineering Release Records and Correlation of Manufactured products, as appropriate. At the Government's election, any such proposed ECPs shall be demonstrated at a mutually agreeable time to the cognizant ACO and/or NSWCCD.

9.1 Requests for Engineering Change Proposals (ECP) shall be prepared in contractor format. The ECP content shall be in accordance with DD Form 1692, Apr 92.

9.2 Requests for Notice of Revision (NOR) shall be prepared in contractor format. The Notice content shall be in accordance with DD Form 1695, Apr 92.

10. Requests for Waivers (RFW) shall be prepared in contractor format. The RFW content shall be in accordance with DD Form 1694, Apr 92.

11. Delivery of the first article test report shall be in accordance with clause 52.209-3. Delivery of the first article test report may be waived at the Government's discretion. The contractor shall deliver the items fabricated for the first article test, which are specified under CLIN 0001 of Section B, not later than 30 days following receipt of the Government's written approval of the first article test report. Specific delivery requirements will be specified in individual delivery orders.

12. Shipping requirements and destinations will be specified on individual delivery orders for each piece of equipment and/or spare parts and auxiliary components. The equipment will be shipped on a Government Bill of Lading (F.O.B. Origin).

### 13. Technical Conferences/Meetings

a. Contractor and Government representatives shall have technical conferences/meetings on a monthly basis to review progress and address any manufacturing or design issues arising from the execution of this contract. For the first 6-months, following the issuance of the first delivery order, meetings will be held at the contractor's facility. Thereafter, conferences may be held either by phone, teleconference, at the contractor's facility or at the Naval Surface Warfare Center, Carderock Division, West Bethesda, MD (NSWCCD) at the Government's discretion. However, no more than six (6) meetings will be held at NSWCCD.

b. The substance of monthly meetings will consist of the following types of items:

- \* Discussion and review of the machining of the castings.

- \* Review and dispensation of waivers, deviations, and engineering change proposals (VECP or ECP).

- \* Discussion and resolution of drawing and manufacturing issues related to successful manufacturing of equipment.

- \* Review and resolution of quality assurance and configuration control problems.

- \* Discussion and resolution of parts and material availability issues.

- \* The development of action items arising from the above discussion and tracking of their resolution.

- \* The identification of issues that may require action by the contracting officer.

c. A Critical Production Review (CPR) may be conducted approximately thirty (30) days prior to the issuance of the first delivery order under CLINs 0003 through 0012. This may or may not supersede the regular monthly meeting. This

meeting will take place at the contractor's facility. The purpose of the CPR is to assure the Government that the contractor will deliver ordered items on schedule while meeting all technical requirements.

#### 14. Warranty

The contractor's Standard Commercial Warranty shall apply to all items delivered under the contract.

## SECTION D Packaging and Marking

### 1. Packaging Requirements:

a. Introduction: The Mod. I Compress Melt Units (CMUs), Auxiliary Units (AUs), Mod. I Plastic Shredder Chamber Assemblies, onboard spares parts, auxiliary components, and associated electrical enclosures require packaging for physical and mechanical protection ensuring cushioning, cleanliness and preservation as defined in Standard Practice for Commercial Packaging - ASTM D3951-95. (Table 1 below is the list of references used to prepare these requirements).

b. Conditions for Consideration: The conditions to be considered include, but are not limited to:

- (1) Multiple handling during transportation and in-transit storage from point of origin to ultimate user.
- (2) Loading on ship deck, transfer at sea, helicopter delivery, and offshore (export) delivery to the ultimate user.
- (3) Environmental exposure during shipment or during transit operations where port and warehouse facilities are limited or nonexistent.
- (4) Outdoor storage in all climatic conditions for a minimum of one year.
- (5) Potential static loads imposed by stacking.

c. Packaging Method: ASTM D 3951-95 defines the minimum requirements for packaging. The objective is to provide unit packaging to contain the contents and to prevent damage; and use of intermediate packaging of multiple items to enhance handling and inventory. The primary packaging is heat sealable bags and barrier material, boxes and waterproof barrier material.

#### (1) Heat Sealable Bags and Barrier Material:

- (a) The requirement is that items preserved, wrapped, cushioned, desiccated, anchored, or shock-mounted in accordance with ASTM D395 1 - 95 shall be enclosed in a heat sealable heavy duty/high density polyethylene bag/sleeve, with low vapor transmission characteristics, that acts as a barrier material to water-vapor and grease. The Mod. I Compress Melt Units, Auxiliary Units, Mod. I Plastic Shredder Chamber Assemblies, shall be packaged in the polyethylene barrier material.
- (b) For machinery bolted to skids, the barrier material shall have gasketed holes to permit installation of the barrier material over, under, and around the fastener devices used to secure the packaged item. Alternatively, on skids with a solid plywood base, the barrier material shall be secured to the plywood base by nailing the barrier through wood

strips and gasket material to the base, effectively forming a vapor-proof enclosure.

- (c) Standard commercial practices shall apply for bag construction, styles and seam requirements. Minimal workmanship standards are necessary to ensure pinholes, tears, cuts, splits, creases, wrinkles, folds or other imperfections do not impair usefulness of the bag.
- (d) Table 1 of this specification lists the physical properties that the material shall possess.

(2) Boxes and Waterproof Barrier Material

- (a) Based on the weight of the CMU, AU and PS Chamber assembly, onboard spare parts, and auxiliary components, the shipping containers including cushioning, anchoring, blocking, or bracing of packaged items shall be as defined in ASTM D395 1 - 95 (Boxes, Wood-Cleated, Skidded, Load-Bearing Base). For reference, when determining how a component will be packaged, use the requirements of Specification ASTM D 4169 - 94 Standard Practice for Performance Testing of Shipping Containers and Systems, to ensure that the shipping units, including cushioning, anchoring, blocking or bracing, will withstand the specified environment. Testing of the packaging, however, is not required.

(3) Preservation/Protective Coatings

- (a) Since the exterior surfaces of the equipment are either bare stainless steel or protected by paint, protective coatings are not required.
- (b) However, a protective coating is required on the Mod. I Plastics Shredder cutters and spacers. For the cutter and spacers (shredder chamber assembly 99), installed in the chamber, coat with SAE 40 oil after assembly; and for the spare cutters and spacers coat with cosmoline.

d. Packaging of Machinery, Controllers, and Spare Parts

- (1) The Mod. I CMU electrical enclosures and pendant assemblies shall be boxed separately and packaged in the same shipping container as the CMU. The Auxiliary Units and Mod. I Plastics Shredder chamber assemblies shall be boxed separately.
- (2) The base of the box shall be large enough to contain the footprint of the machine or parts being packaged. Additionally, as shown on the illustration, a 5 1/2 inch outer edge for potential lifts is required and the base should also be skidded to accommodate handling equipment from two directions (forklift headers & voids).
- (3) In general, bolting the smaller components to the base satisfies bracing requirements. The Mod. I CMU and AU however, shall be placed on an oversized base and braced where required to prevent



it from falling over during shipment and handling. Bolting shall be accomplished using a through-bolting method rather than lag bolting. Bolt the machinery to their bases with bolts of at least a 3/4-inch diameter size. Use washers to prevent damage to the surface of the machine and to prevent the head of the bolt from pulling through the base of the box. A support beam(s) shall be installed across the top of the inside of the box to provide additional structural support and to strengthen the box. Activated desiccant bags shall be used inside the bags to help absorb moisture. Desiccant bags shall also be placed inside the control enclosures. A water-resistant barrier, as described in Table 1, shall be secured to the open top of the box before the lid is secured to the box sides.

- (4) Onboard Spare Parts and Auxiliary Components shall be crated separately (packaging selection as appropriate). Individual components within the spare parts boxes shall be sealed in bags with desiccant as described in section 3.1. If the individual part as supplied by the vendor is already in the equivalent packaging, it does not have to be repackaged. Placement of the spare parts within the containers shall be arranged to protect contents during shipment and storage. Application of cushioning material is acceptable to reduce externally and/or internally applied shock; however, the material shall not be deleterious to the desiccant.
- (5) Application of cushioning material is acceptable to reduce externally and/or internally applied shock; however, the material shall not be deleterious to the desiccant.

e. Marking and Bar Coding

- (1) Nomenclature to be used in marking the exterior of the shipping boxes shall be one of the following as applicable:
  - (a) Mod. I CMU Serial Number # , Electrical Enclosure Serial Number #
  - (b) AU Serial Number #
  - (c) Mod. I Plastics Shredder Chamber Assembly Serial Number #
  - (d) Onboard Spare Parts Box # of #
  - (e) Auxiliary Components Box # of #
- (2) Shipping box markings shall in accordance with ASTM D3951-95 and MIL-STD-129 for guidance. Using MIL-STD-129 as guidance, provide specific markings: Item Identification Markings - (paragraph 4.2.2); Contract Data (paragraph 4.2.3); and Address Marking (paragraph 4.3.1) using a bar coded DD Form 1387.
- (3) Shipping boxes shall include the following bar coded information using paragraph 4.5.1.2 of MIL-STD-129M as guidance: NSN/NATO Stock Number, Contract or Order Number (including call number), CAGE Code, and CLIN.
- (4) Packaging boxes shall have the following additional markings where necessary: "Unbalanced Load" and "Caution: Lift by Base

Only," and "To Open Remove Bottom Lag Bolts", and "Caution: This container contains desiccant", and "Do Not Stack".

- (5) Labels for the repair/spare parts shall have the following information:

- \* Part Name
- \* Drawing and Piece Number or Part Number as shown in Attachment #3
- \* Manufacturer's CAGE Code
- \* Manufacturer's Part Number
- \* Quantity in the package
- \* NSN/NICN Stock Number or other number identified in a Delivery Order.

Bar coding for Onboard Repair Parts and Auxiliary Components is required.

f. Caution for the Packaging of this Equipment: the interior of this equipment and associated piping shall be dry before packaging.

g. Special precautions shall be taken to prevent any sagging or any deformation of the chamber while shipping (between casting, machining, and assembling operations). Damage to the chamber has been previously experienced. The contractor shall take precautions to ensure that the chamber is properly packaged to maintain the circularity of the chamber. The elimination of stresses during shipping and storage, which may cause the chamber to assume an elliptical vice circular shape, must be made. For example, packaging the chamber on the side during shipping and/or storage will cause the chamber to become out of round. This is important due to the tolerance between the chamber and ram.

**Table 1.**

#### Specifications Applicable to Packaging

- \* Standard Practice for Commercial Packaging ASTM D 3951 - 95
- \* Standard Terminology of Packaging and Distribution Environments ASTM D 996-95
- \* Standard Practice for Performance Testing of Shipping Containers and Systems ASTM D 4169-94
- \* Marking Packages MIL-STD-129

#### Shipping Containers/Boxes: Plywood Boxes:

- \* Plywood grade ANSI/HPMA HP 1983, Type I, grade 3-4, interior with exterior glue, water repellent treatment.

#### Sealed Bags:

- \* Polythene, high density, opaque-nominal thickness 0.003 to 0.004 inches.
- \* Oil resistance: no oil penetration through material in 7 hours.
- \* Water resistance: no water penetration through material or seam in 72 hours.
- \* Seam strength: heat sealable, static load 2 1/2 pounds for 5 min @

- 73 +/- 3.5 degrees F.
- \* Low water vapor transmission characteristics.
- \* Anti-static.

#### Desiccant Bags:

- \* Newly manufactured, non-deliquescent and capable of reactivation.
- \* Desiccant unit adsorption capacity: The quantity of desiccant which will maintain, in equilibrium with air 25 degrees C, (bagged desiccant) 40% Relative Humidity. Calculate the quantity:
  - \* 3.0 ounces of desiccant/cubic ft. or
  - \* One "unit" of desiccant total sq. ft. (of barrier material) x factor of 1.6; use factor of 0.011 for sq. inches or use factor of 17.0 for sq. meters
- \* Strength of desiccant container: when dropped from a height of 10ft to a concrete surface, the container (bag) shall not puncture, tear or burst or show visible signs of desiccant leaking.
- \* Include humidity indicator card in each container with desiccant.

Water Resistant Barrier Material: (top of primary boxes)  
Polythene - see Sealed Bags above

#### **IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)**

Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets, and kits shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

#### **MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)**

(a) Marking. In accordance with Section e of the above Packaging Requirements.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

**WARRANTY NOTIFICATION FOR ITEM(S) (SEE PARAGRAPHS 1a. through 1.i of the SOW)  
(NAVSEA) (NOV 1996)**

The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00167-  
TBD TO CONFORM TO DESIGN,  
MANUFACTURING, AND PERFORMANCE REQUIREMENTS  
AND BE FREE FROM DEFECTS IN MATERIAL AND  
WORKMANSHIP FOR FROM  
DATE OF ACCEPTANCE. IF ITEM IS DEFECTIVE  
NOTIFY NAVAL SURFACE WARFARE CENTER,  
CARDEROCK DIVISION (NSWCCD), CODE 634  
AND THE PROCURING CONTRACTING OFFICER (PCO).

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

|              |                                          |          |
|--------------|------------------------------------------|----------|
| 52.246-2     | Inspection Of Supplies--Fixed Price      | AUG 1996 |
| 52.246-16    | Responsibility For Supplies              | APR 1984 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2003 |

## SECTION F Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE:

|           |                                                            |          |
|-----------|------------------------------------------------------------|----------|
| 52.211-17 | Delivery of Excess Quantities                              | SEP 1989 |
| 52.242-15 | Stop-Work Order                                            | AUG 1989 |
| 52.242-17 | Government Delay Of Work                                   | APR 1984 |
| 52.247-29 | F.O.B. Origin                                              | JUN 1988 |
| 52.247-55 | F.O.B. Point For Delivery Of Government-Furnished Property | JUN 2003 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

The ordering period under the resultant contract shall be for a period of 60 months from the date of award in accordance with 52.216-18 entitled "ORDERING (OCT 1995)". Specific delivery requirements shall be indicated in the Delivery Orders when they are issued and the contractor may not be required to make deliveries under this contract after 6 months after the end of the contract ordering period in accordance with 52.216-21 entitled "REQUIREMENTS (OCT 1995)".

For the items to be delivered under each order, in all years of the contract, the Government's required delivery schedule is below:

## REQUIRED DELIVERY SCHEDULE

| <u>Item/CLINs</u>                                                                                                    | <u>Rate of delivery per month</u>                               | <u>Delivery Requirement for First Month's Delivery**</u> |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------|
| Mod I. Compress Melt Unit<br>(CLINs 0003, 0013, 0022, 0031, and 0040)                                                | First Month: 4 each<br>Following months: not more than 12 each* | 120 days after date of order                             |
| Mod I. Compress Melt Unit<br>Utilizing GFM Castings<br>(CLIN 0004)                                                   | First Month: 4 Each<br>Following months: not more than 12 each* | 100 days after receipt of GFM                            |
| Mod I. Compress Melt Unit<br>Utilizing GFM<br>(CLINs 0005, 0014, 0023, 0032, and 0041)                               | First Month: 4 each<br>Following months: not more than 12 each* | 100 days after receipt of GFM                            |
| Auxiliary Unit, Auxiliary Unit<br>Grating, and Daily Cleaning<br>Placard<br>(CLINs 0006, 0015, 0024, 0033, and 0042) | First Month: 4 each<br>Following months: not more than 12 each* | 100 days after date of order                             |

|                                                                                                                    |                                                                |                               |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------|
| Mod.I Plastic Shredder Chamber Assembly Installation Kit Utilizing GFM<br>(CLINs 0007, 0016, 0025, 0034, and 0043) | First Month: 2 each<br>Following months: not more than 6 each* | 100 days after receipt of GFM |
| Mod.I Plastic Shredder Chamber Assembly Installation Kit<br>(CLINs 0008, 0017, 0026, 0035, and 0044)               | First Month: 2 each<br>Following months: not more than 6 each* | 100 days after date of order  |
| Auxiliary Components<br>(CLINs 0009, 0018, 0027, 0036, and 0045)                                                   | First Month: 1 each<br>Following months: not more than 3 each* | 100 days after date of order  |
| Disk Storage Bins<br>(CLINs 0010, 0019, 0028, 0037, and 0046)                                                      | First Month: 2 each<br>Following months: not more than 6 each* | 100 days after date of order  |
| CLCU Cover Grating<br>(CLINs 0011, 0020, 0029, 0038, and 0047)                                                     | First Month: 2 each<br>Following months: not more than 6 each* | 100 days after date of order  |

\* The total quantity and rate of delivery will be set forth in each delivery order, but shall not exceed the maximum rate shown here.

\*\* This is the required delivery date for the first unit(s).

Offers that propose delivery of a quantity under such terms or conditions that delivery will not clearly fall within the applicable required delivery period specified above, will be considered non-responsive and rejected. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

#### OFFEROR'S PROPOSED DELIVERY SCHEDULE

| <u>Item</u>                                                                         | <u>Rate of delivery per month</u>             | <u>Delivery Requirement for First Month's Delivery</u> |
|-------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------|
| Mod I. Compress Melt Unit<br>(CLINs 0003, 0013, 0022, 0031, and 0040)               | First Month: _____<br>Following months: _____ | _____                                                  |
| Mod I. Compress Melt Unit Utilizing GFM Castings<br>(CLIN 0004)                     | First Month: _____<br>Following months: _____ | _____                                                  |
| Mod I. Compress Melt Unit Utilizing GFM<br>(CLINs 0005, 0014, 0023, 0032, and 0041) | First Month: _____<br>Following months: _____ | _____                                                  |
| Auxiliary Unit, Auxiliary Unit Grating, and Daily Cleaning                          | First Month: _____<br>Following months: _____ | _____                                                  |

Placard  
(CLINs 0006, 0015, 0024,  
0033, and 0042)

Mod.I Plastic Shredder  
Chamber Assembly Installation  
Kit Utilizing GFM  
(CLINs 0007, 0016, 0025,  
0034, and 0043)

First Month: \_\_\_\_\_  
Following months: \_\_\_\_\_

\_\_\_\_\_

Mod.I Plastic Shredder  
Chamber Assembly  
Installation Kit  
(CLINs 0008, 0017, 0026,  
0035, and 0044)

First Month: \_\_\_\_\_  
Following months: \_\_\_\_\_

\_\_\_\_\_

Auxiliary Components  
(CLINs 0009, 0018, 0027,  
0036, and 0045)

First Month: \_\_\_\_\_  
Following months: \_\_\_\_\_

\_\_\_\_\_

Disk Storage Bins  
(CLINs 0010, 0019, 0028,  
0037, and 0046)

First Month: \_\_\_\_\_  
Following months: \_\_\_\_\_

\_\_\_\_\_

CLCU Cover Grating  
(CLINs 0011, 0020, 0029,  
0038, and 0047)

First Month: \_\_\_\_\_  
Following months: \_\_\_\_\_

\_\_\_\_\_



## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY REFERENCE:

252.242-7000 Postaward Conference

DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

**G.1 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- ☐ a separate invoice for each activity designated to receive the supplies or services.
- ☐ a consolidated invoice covering all shipments delivered under an individual order.
- ☒ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

(End of clause)

## SECTION H Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-H06 PAST PERFORMANCE ASSESSMENT FOR CONTRACTS NOT SUBJECT TO THE NAVY CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (DEC 2001)

(a) The contractor, in performing this contract, will be subject to a written past performance assessment by the Government. All information contained in this assessment may be used by the Government, within the limitations of Federal Acquisition Regulation (FAR) 42.15, for future source selection in accordance with FAR 15.304 when past performance is an evaluation factor for award. The assessment will be prepared by Government technical/requirements personnel and made available for review by the Contractor.

(b) The Contracting Officer will provide the written assessment on contractor performance to the Contractor within 60 calendar days of contract or delivery/task order completion. In addition, when the period of performance of the contract or delivery/task order exceeds one year, the Contracting Officer will provide a written assessment to the Contractor within 60 calendar days after the end of each one-year period. At the sole discretion of the Contracting Officer, an annual assessment may be delayed until completion of the contract or delivery/task order in those circumstances where such completion will be within 90 days after the end of the one-year period. The Government's written assessment will be in a format determined by the Contracting Officer and will address, as appropriate, the Contractor's performance in terms of cost effectiveness, quality, and timeliness.

(c) The Contractor will be provided an opportunity to review the assessment and may respond to the Contracting Officer by providing comments, rebutting statements or furnishing additional relevant information. The Contractor's response must be provided to the Contracting Officer within 30 calendar days after the assessment is mailed or otherwise provided to the Contractor by the Government. Upon receipt of the Contractor's input, if any, or after the end of the 30 calendar day period, whichever occurs first, the assessment will be finalized by the Contracting Officer. The Contracting Officer will have the option of accepting or modifying the original assessment and once finalized, will provide the final assessment to the Contractor. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond that described in paragraph (d) of this clause.

(d) The Chief of the Contracting Office, Naval Surface Warfare Center, Carderock Division shall resolve disagreements between the Contracting Officer and the Contractor regarding the assessment.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

|                 |                                                                                                                          |          |
|-----------------|--------------------------------------------------------------------------------------------------------------------------|----------|
| 52.202-1        | Definitions                                                                                                              | DEC 2001 |
| 52.203-3        | Gratuities                                                                                                               | APR 1984 |
| 52.203-5        | Covenant Against Contingent Fees                                                                                         | APR 1984 |
| 52.203-6        | Restrictions On Subcontractor Sales To The Government                                                                    | JUL 1995 |
| 52.203-7        | Anti-Kickback Procedures                                                                                                 | JUL 1995 |
| 52.203-8        | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity                                         | JAN 1997 |
| 52.203-10       | Price Or Fee Adjustment For Illegal Or Improper Activity                                                                 | JAN 1997 |
| 52.203-12       | Limitation On Payments To Influence Certain Federal Transactions                                                         | JUN 2003 |
| 52.204-4        | Printed or Copied Double-Sided on Recycled Paper                                                                         | AUG 2000 |
| 52.204-7        | Central Contractor Registration                                                                                          | OCT 2003 |
| 52.209-6        | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-5        | Material Requirements                                                                                                    | AUG 2000 |
| 52.211-15       | Defense Priority And Allocation Requirements                                                                             | SEP 1990 |
| 52.215-2        | Audit and Records--Negotiation                                                                                           | JUN 1999 |
| 52.215-8        | Order of Precedence--Uniform Contract Format                                                                             | OCT 1997 |
| 52.215-11       | Price Reduction for Defective Cost or Pricing Data--Modifications                                                        | OCT 1997 |
| 52.215-13       | Subcontractor Cost or Pricing Data--Modifications                                                                        | OCT 1997 |
| 52.215-14       | Integrity of Unit Prices                                                                                                 | OCT 1997 |
| 52.215-15       | Pension Adjustments and Asset Reversions                                                                                 | JAN 2004 |
| 52.215-18       | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions                                   | OCT 1997 |
| 52.215-19       | Notification of Ownership Changes                                                                                        | OCT 1997 |
| 52.215-21       | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications                      | OCT 1997 |
| 52.219-8        | Utilization of Small Business Concerns                                                                                   | OCT 2000 |
| 52.219-9 Alt II | Small Business Subcontracting Plan (Jan 2002) Alternate II                                                               | OCT 2001 |
| 52.219-16       | Liquidated Damages-Subcontracting Plan                                                                                   | JAN 1999 |
| 52.219-25       | Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting                                   | OCT 1999 |
| 52.222-19       | Child Labor--Cooperation with Authorities and Remedies                                                                   | JAN 2004 |
| 52.222-20       | Walsh-Healy Public Contracts Act                                                                                         | DEC 1996 |
| 52.222-21       | Prohibition Of Segregated Facilities                                                                                     | FEB 1999 |
| 52.222-26       | Equal Opportunity                                                                                                        | APR 2002 |
| 52.222-35       | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans                 | DEC 2001 |
| 52.222-36       | Affirmative Action For Workers With Disabilities                                                                         | JUN 1998 |
| 52.222-37       | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans                | DEC 2001 |
| 52.223-6        | Drug Free Workplace                                                                                                      | MAY 2001 |
| 52.223-14       | Toxic Chemical Release Reporting                                                                                         | AUG 2003 |
| 52.225-13       | Restrictions on Certain Foreign Purchases                                                                                | DEC 2003 |
| 52.227-1        | Authorization and Consent                                                                                                | JUL 1995 |
| 52.227-2        | Notice And Assistance Regarding Patent And Copyright Infringement                                                        | AUG 1996 |
| 52.229-3        | Federal, State And Local Taxes                                                                                           | APR 2003 |
| 52.230-2        | Cost Accounting Standards                                                                                                | APR 1998 |

|                 |                                                                                                                        |          |
|-----------------|------------------------------------------------------------------------------------------------------------------------|----------|
| 52.230-3        | Disclosure And Consistency Of Cost Accounting Practices                                                                | APR 1998 |
| 52.230-6        | Administration of Cost Accounting Standards                                                                            | NOV 1999 |
| 52.232-1        | Payments                                                                                                               | APR 1984 |
| 52.232-8        | Discounts For Prompt Payment                                                                                           | FEB 2002 |
| 52.232-9        | Limitation On Withholding Of Payments                                                                                  | APR 1984 |
| 52.232-11       | Extras                                                                                                                 | APR 1984 |
| 52.232-17       | Interest                                                                                                               | JUN 1996 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I                                                                          | APR 1984 |
| 52.232-25       | Prompt Payment                                                                                                         | OCT 2003 |
| 52.232-33       | Payment by Electronic Funds Transfer--Central Contractor Registration                                                  | OCT 2003 |
| 52.233-1        | Disputes                                                                                                               | JUL 2002 |
| 52.233-3        | Protest After Award                                                                                                    | AUG 1996 |
| 52.242-13       | Bankruptcy                                                                                                             | JUL 1995 |
| 52.243-1        | Changes--Fixed Price                                                                                                   | AUG 1987 |
| 52.243-6        | Change Order Accounting                                                                                                | APR 1984 |
| 52.244-6        | Subcontracts for Commercial Items and Commercial Components                                                            | APR 2003 |
| 52.245-9 (Dev)  | Use and Charges (Deviation)                                                                                            | APR 1984 |
| 52.245-19       | Government Property Furnished "As Is"                                                                                  | APR 1984 |
| 52.246-24       | Limitation Of Liability-High Value Items                                                                               | FEB 1997 |
| 52.249-2        | Termination For Convenience Of The Government (Fixed-Price)                                                            | SEP 1996 |
| 52.249-8        | Default (Fixed-Price Supply & Service)                                                                                 | APR 1984 |
| 252.201-7000    | Contracting Officer's Representative                                                                                   | DEC 1991 |
| 252.203-7001    | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies                                   | MAR 1999 |
| 252.203-7002    | Display Of DOD Hotline Poster                                                                                          | DEC 1991 |
| 252.204-7002    | Payment For Subline Items Not Separately Priced                                                                        | DEC 1991 |
| 252.204-7003    | Control Of Government Personnel Work Product                                                                           | APR 1992 |
| 252.204-7004    | Required Central Contractor Registration                                                                               | NOV 2001 |
| 252.205-7000    | Provisions Of Information To Cooperative Agreement Holders                                                             | DEC 1991 |
| 252.209-7000    | Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7004    | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country                        | MAR 1998 |
| 252.215-7000    | Pricing Adjustments                                                                                                    | DEC 1991 |
| 252.219-7003    | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)                          | APR 1996 |
| 252.223-7004    | Drug Free Work Force                                                                                                   | SEP 1988 |
| 252.225-7001    | Buy American Act And Balance Of Payments Program                                                                       | APR 2003 |
| 252.225-7002    | Qualifying Country Sources As Subcontractors                                                                           | APR 2003 |
| 252.225-7012    | Preference For Certain Domestic Commodities                                                                            | FEB 2003 |
| 252.225-7013    | Duty-Free Entry                                                                                                        | JAN 2004 |
| 252.225-7014    | Preference For Domestic Specialty Metals                                                                               | APR 2003 |
| 252.225-7016    | Restriction On Acquisition Of Ball and Roller Bearings                                                                 | APR 2003 |
| 252.225-7021    | Trade Agreements                                                                                                       | APR 2003 |
| 252.226-7001    | Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts                                | OCT 2003 |
| 252.227-7013    | Rights in Technical Data--Noncommercial Items                                                                          | NOV 1995 |
| 252.227-7014    | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation                            | JUN 1995 |
| 252.227-7016    | Rights in Bid or Proposal Information                                                                                  | JUN 1995 |
| 252.227-7019    | Validation of Asserted Restrictions--Computer Software                                                                 | JUN 1995 |
| 252.227-7025    | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends               | JUN 1995 |
| 252.227-7030    | Technical Data--Withholding Of Payment                                                                                 | MAR 2000 |

|              |                                                                             |          |
|--------------|-----------------------------------------------------------------------------|----------|
| 252.227-7034 | Patents--Subcontracts                                                       | APR 1984 |
| 252.227-7036 | Declaration of Technical Data Conformity                                    | JAN 1997 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data                        | SEP 1999 |
| 252.231-7000 | Supplemental Cost Principles                                                | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests                                   | JAN 2004 |
| 252.243-7001 | Pricing Of Contract Modifications                                           | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment                                           | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | MAR 2000 |
| 252.245-7001 | Reports Of Government Property                                              | MAY 1994 |
| 252.247-7023 | Transportation of Supplies by Sea                                           | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea                           | MAR 2000 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989)

(a) The Contractor shall test all unit(s) of Lot/Item CLIN 0001 as specified in the applicable delivery order. At least 10 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report (CDRL A001) within 100 calendar days from the contractor's receipt of the GFM. The first article test shall be delivered to the Naval Surface Warfare Center, Carderock Division, Code 634:William Upton, 9500 MacArthur Blvd., West Bethesda, Md 20817-5700 marked "FIRST ARTICLE TEST REPORT: Contract No. To be Determined, Lot/Item No. CLIN 0002". Within 21 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the delivery order, and if the approved first article is not consumed or destroyed in testing, the Contractor shall deliver the approved first article as part of the delivery order quantity when it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production

of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

#### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through 60 months thereafter

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00 (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order in excess of \$2,000,000.00;

(2) A series of orders from the same ordering office within 5 days that together exceed \$3,000,000.00.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering

clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **6 months after the end of the ordering period.**

(End of clause)

#### 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph

(d) of this clause do not apply if the offeror has waived the evaluation preference.

\_\_\_ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE  
SUBCONTRACTING (OCT 2000)

- (a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.
- (b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized NAICS Industry Subsectors, it will receive 0.0%. Determinations under this paragraph are unilateral decisions made solely at the discretion of the Government.
- (c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).



(End of clause)

52.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

(a) Definitions.

(1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(2) "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent application by Contractor. (1) The Contractor will disclose each subject invention to the Federal agency within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within 2 years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end

of the statutory period.

(3) The Contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of the agency, be granted.

(d) Conditions when the Government may obtain title. The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that the agency may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.

(2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.

(3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor and protection of the Contractor right to file. (1) The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and

(ii) convey title to the Federal agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in the invention."

(g) Subcontracts. (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work the patent rights clause required by Subpart 27.3.

(3) In the case of subcontracts, at any tier, the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

(i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that--

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions as the Contractor;

(2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

(l) Communications.

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(End of clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (JUN 2003)—ALTERNATE I  
 (DEVIATION) (APR 1984)

(a) *Government-furnished property.*

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.*

(1) The Contracting Officer may, by written notice,

- (i) decrease the Government-furnished property provided or to be provided under this contract, or
- (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract.

The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) *Title in Government property.*

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

- (i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and
- (ii) Title to all other material shall pass to and vest in the Government upon --

- (A) Issuance of the material for use in contract performance;
  - (B) Commencement of processing of the material or its use in contract performance; or
  - (C) Reimbursement of the cost of the material by the Government, whichever occurs first.
- (d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.
- (e) *Property administration.*
- (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.
  - (2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.
  - (3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.
  - (4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.
- (f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.
- (g) *Limited risk of loss.*
- (1) The term "Contractor's managerial personnel," as used in this paragraph (g), means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--
    - (i) All or substantially all of the Contractor's business;
    - (ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
    - (iii) A separate and complete major industrial operation connected with performing this contract.
  - (2) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract (or, if an educational or nonprofit organization, for expenses incidental to such loss, destruction, or damage), except as provided in subparagraphs (3) and (4) below.
  - (3) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--
    - (i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained, or to the extent of insurance actually purchased and maintained, whichever is greater;
    - (ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;
    - (iii) For which the Contractor is otherwise responsible under the express terms of this contract;
    - (iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or
    - (v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.
  - (4)(i) If the Contractor fails to act as provided in subdivision (g)(3)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.
    - (ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(5) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(6) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(7) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(7) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making such equitable adjustment.

(8) The Contractor represents that it is not including in the price and agrees it will not hereafter include in any price to the Government any charge or reserve for insurance (including any self-insurance fund or reserve) covering loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(9) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to or equitably reimburse the Government, as directed by the Contracting Officer.

(10) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government --

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

#### 52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.



"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
  - (i) In deliverable end item quantities only;
  - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
  - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above

(incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

### CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

| Contract Type                                                                                   | Incentive (Voluntary) |                                     | Program Requirement (Mandatory) |                                     |
|-------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------|---------------------------------|-------------------------------------|
|                                                                                                 | Instant Contract Rate | Concurrent and Future Contract Rate | Instant Contract Rate           | Concurrent and Future Contract Rate |
| Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)    | (1) 50                | (1) 50                              | (1) 25                          | 25                                  |
| Incentive (fixed-price or cost) (other than award fee)                                          | (2)                   | (1) 50                              | (2)                             | 25                                  |
| Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts) | (3) 25                | (3) 25                              | 15                              | 15                                  |

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract . . . . . , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dp/dars/dfars/html>

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **DFARS** (48 CFR **Chapter 2**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause-

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-

- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.
- (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

- (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier" or "unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number" or "serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

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(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall-

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology - EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology - Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code-

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.



(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.\*
- (2) Unique identifier,\*\* consisting of-
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Government's unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of-
  - (i) Concatenated DoD unique item identifier; or
  - (ii) DoD recognized unique identification equivalent.

- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if DoD unique item identifier is used).\*\*
- (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Serial number.\*\*
- (8) Unit of measure.
- (9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (FEB 2003)

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format in Excel format at <http://www.dcm.mil/onebook/7.0/7.2/7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contract shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

#### CAR-I01 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: [ \* ]

Mailing Address: [ \* ]

Code: [ \* ]

Telephone No.: [ \* ]

\* To be specified at time of award

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

#### CAR-I06 WRITTEN ORDERS (INDEFINITE DELIVERY CONTRACTS) (JUN 1996)(NSWCCD)

Written orders (on DD Form 1155) will contain the following information consistent with the terms of the contract:

(a) Date of order

(b) Contract number and order number.

- (c) Item number and description, quantity ordered, unit price and contract price.
- (d) Delivery or performance date.
- (e) Place of delivery or performing (including consignee).
- (f) Packaging, packing, and shipping instructions if any required.
- (g) Accounting and appropriation data.
- (h) Inspection invoicing and payment provisions to the extent not covered in the contract; and any other pertinent information.

#### CAR-I08 SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

**CAR-I10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Elaine D. Weschler 301-227-1696  
 Code 3321  
 Naval Surface Warfare Center  
 Carderock Division  
 9500 MacArthur Blvd.  
 West Bethesda, MD 20817-5700

**CAR-I12 GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)**

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

| PROPERTY | QUANTITY | DATE  |
|----------|----------|-------|
| [ * ]    | [ * ]    | [ * ] |

\* to be specified in each individual delivery/task order at time of issuance.

(b) The property will be delivered at Government's expense at or near [ \*\* ]

\*\* The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

**CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section I of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "Changes" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this contract.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

## SECTION J List of Documents, Exhibits and Other Attachments

## SECTION J List of Documents, Exhibits, and Other Attachments

|              |                                                              |                                 |          |
|--------------|--------------------------------------------------------------|---------------------------------|----------|
| Exhibit A    | DD Form 1423                                                 | Contract Data Requirements List | 14 Pages |
| Attachment 1 | Mod I Compress Melt Unit Government Furnished Property (GFP) |                                 | 3 Pages  |
| Attachment 2 | Mod I Plastics Shredder Chamber Assembly (GFP)               |                                 | 1 Page   |
| Attachment 3 | Auxiliary Components                                         |                                 | 2 Pages  |
| Attachment 4 | Test and Inspection Procedures                               |                                 | 28 Pages |
| Attachment 5 | PWP Mod I Drawing List                                       |                                 | 2 Pages  |
| Attachment 6 | DD Form 1664                                                 | Data Item Description           | 23 Pages |

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE:

|              |                                                                                           |          |
|--------------|-------------------------------------------------------------------------------------------|----------|
| 52.203-11    | Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions | APR 1991 |
| 52.222-38    | Compliance with Veterans' Employment Reporting Requirements                               | DEC 2001 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country               | MAR 1998 |
| 252.225-7003 | Report of Intended Performance Outside the United States                                  | APR 2003 |
| 252.225-7031 | Secondary Arab Boycott Of Israel                                                          | APR 2003 |
| 252.227-7028 | Technical Data or Computer Software Previously Delivered to the Government                | JUN 1995 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

## 52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS  
PRICE  
ITEM QUANTITY QUOTATION TOTAL

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities



and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract

resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of Performance(Street Address, City, State,  
County, Zip Code)**

**Name and Address of Owner and Operator of the  
Plant or Facility if Other Than Offeror or  
Respondent**

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **562213**.

(2) The small business size standard is **\$10,500,000.00**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

( ) Black American.

( ) Hispanic American.

( ) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

( ) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

( ) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

( ) Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

\_\_\_ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration(PROONet); or

\_\_\_ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)\_\_\_ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for

the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

## 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

**CAUTION:** Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

### 52.247-53 FREIGHT CLASSIFICATION DESCRIPTION (APR 1984)

Offerors are requested to indicate below the full Uniform Freight Classification (rail) description, or the National Motor Freight Classification description applicable to the supplies, the same as offeror uses for commercial shipment. This description should include the packing of the commodity (box, crate, bundle, loose, setup, knocked down, compressed, unwrapped, etc.), the container material (fiberboard, wooden, etc.), unusual shipping dimensions, and other conditions affecting traffic descriptions. The Government will use these descriptions as well as other information available to determine the classification description most appropriate and advantageous to the Government. Offeror understands that shipments on any f.o.b. origin contract awarded, as a result of this solicitation, will be made in conformity with the shipping classification description specified by the Government, which may be different from the classification description furnished below.

FOR FREIGHT CLASSIFICATION PURPOSES, OFFEROR DESCRIBES THIS COMMODITY AS

\_\_\_\_\_.

(End of clause)

### 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and



(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
(Country of Origin)

(3) The following end products are other foreign end products:

-----  
(Line Item Number)

-----  
(Country of Origin) (If known)

(End of provision)

#### 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2004)

(a) Definitions. Caribbean Basin country end product, designated country end product, Free Trade Agreement country end product, nondesignated country end product, qualifying country end product, and U.S. -made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end products, unless the Government determines that--

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest exception to the Trade Agreements Act applies.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

-----  
(Line Item Number)

-----  
(Country of Origin)

(End of provision)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### CAR-K01 ELECTRONIC DISTRIBUTION OF CONTRACT DOCUMENTS (NOV 2000)

(a) The Navy Air Force Interface (NAFI) provides World Wide Web access to documents used to support the procurement, contract administration, bill paying, and accounting processes. NAFI is being used by the Naval Surface Warfare Center, Carderock Division to electronically distribute all contract award and contract modification documents, including task and delivery orders. The contractor's copy will be provided in portable document format (pdf) as an attachment to an e-mail that will be sent to the contractor by the NAFI system. A pdf file may be accessed using Adobe Acrobat Reader which is a free software that may be downloaded at <http://www.adobe.com/products/acrobat/readstep.html>.

(b) Offerors must provide the following information that will be used to make electronic distribution for any resultant contract.

Name of Point of Contact \_\_\_\_\_

Phone Number for Point of Contact \_\_\_\_\_

E-mail Address for Receipt of Electronic Distribution \_\_\_\_\_

#### 5252.211-9000 NOTICE TO OFFERORS--USE OF OZONE DEPLETING SUBSTANCES (AUG 93)

(a) In accordance with section 326 of Pub L.102-484, the Department of Defense is prohibited from awarding any contract which includes a DoD-directed specification or standard that requires the use of a Class I ozone depleting substance (ODS) or that can be met only through the use of such a substance unless such use has been approved by a senior acquisition official (SAO). The SAO approval is based on a technical certification that no suitable substitute for the ODS is currently available.

(b) To comply with this statute, the Navy has screened the specifications and standards associated with this solicitation. To the extent that ODS requirements were revealed by this review they are identified below:

Class I ODS Identified

Specification/Standard

(c) If offerors possess knowledge about any other Class I ODS required directly or indirectly by the specification or standards, the Navy would appreciate such information in your response to this solicitation. Offerors are under no obligation to comply with this request and no compensation can be provided for doing so.

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

|              |                                                                          |          |
|--------------|--------------------------------------------------------------------------|----------|
| 52.204-6     | Data Universal Numbering System (DUNS) Number                            | OCT 2003 |
| 52.215-1     | Instructions to Offerors--Competitive Acquisition                        | JAN 2004 |
| 52.222-24    | Preaward On-Site Equal Opportunity Compliance Evaluation                 | FEB 1999 |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions | JUN 1995 |

## CLAUSES INCORPORATED BY FULL TEXT

## 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

## 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time

before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery, Indefinite Quantity type contract, with firm fixed unit prices, resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Elaine D. Weschler  
Contracting Officer, Code 3321  
Naval Surface Warfare Center  
Carderock Division  
9500 MacArthur Blvd.  
West Bethesda, MD 20817-5700  
Telephone: 301-227-1696  
Email: [weschlered@nswccd.navy.mil](mailto:weschlered@nswccd.navy.mil)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://www.arnet.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dp/dars/dfars/html>

## 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any **DFARS** (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## CAR-L02 SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

## CAR-L11 PROPOSAL PREPARATION REQUIREMENT (JUL 2002) (NSWCCD)

It is requested that offerors prepare their proposals in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation of all proposals. Proposals shall be submitted as three separate documents, as follows:

| Documents                                      | Original | Copies |
|------------------------------------------------|----------|--------|
| Solicitation, Offer and Award Document (SF-33) | 1        | 4*     |
| Technical Proposal/Management                  | 1        | 4      |

\*Of the completed Section B only.

The "originals" shall be clearly identified as the "ORIGINAL", and bear the original signature(s) of the offeror. The "copies" shall be complete and clearly identified as "COPY" or "DUPLICATE".

A cover letter shall be used by the offeror to transmit the proposal and is considered part of the proposal. This cover letter shall also be used to transmit any information that the offeror wants to bring to the Contracting Officer's attention. The technical proposal shall contain sufficient information to enable government technical personnel to make a thorough evaluation and arrive at a sound determination regarding the above sections.

**CONTENT AND FORMAT**

(1) Proposals shall consist of the following:

- a. One signed and completed Request for Proposals set, including the SF33 and all required certifications (Section K) and 4 copies of the completed Section B.
- b. A technical/management proposal, as described more fully below, preferably on blue paper in an original and (4) copies. The technical/management proposal shall be severable and shall contain NO PRICING INFORMATION.

(2) Length: The sections shall be as brief as possible, consistent with complete submission. Pages should not exceed 8-½ inches width and 11 inches length; however foldout pages depicting such items as sketches, etc., may be used. It is requested that a maximum of 75 pages, using 11-font, (double-spaced, double-sided) be submitted for the technical/management proposal. The maximum of 75 pages does not include resumes or attachments.

(3) Differences between Proposal Format and RFP: Offerors shall provide an explanation, in a clearly relatable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

#### **MANDATORY REQUIREMENTS**

To be considered for award, proposals submitted in response to this solicitation must meet the following mandatory requirements:

1. The offeror proposes prices for all five years for all items detailed in Section B.
2. The offeror proposes to meet the required delivery schedule as set for in Section F, under FAR Clause 52.211-8.

**Offerors, which fail to meet the above criteria, are considered unacceptable and shall be eliminated from further consideration.**

#### **(1) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF-33 RFP)**

This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical and price proposals. Special attention should be taken to accurately enter the prices required in Section B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1.

The document SHALL NOT be embellished with any cover or binding. If the offeror makes any qualifications to any provisions in the RFP, all such qualifications shall be listed in a cover letter to the proposal. Qualifications may also be annotated on the Solicitation, Offer and Award document, if such annotation is necessary to clarify the qualifications.

#### **(2) TECHNICAL PROPOSAL**

The technical/management proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation.

Statements such as "the offeror understands," "will comply with the statement of work," "standard procedures will be employed," "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the

contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

The technical proposal shall not contain any reference to price; however, information concerning labor allocation and categories, consultants, travel, materials, equipment and any information of interest to technical reviewers shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized in the following four (4) sections, and shall address in detail the following information:

#### TECHNICAL/MANAGEMENT PROPOSAL REQUIREMENTS

The technical/management factor will be evaluated on the following sub factors:

- I. Technical Approach
- II. Past Performance
- III. Equipment/Tooling/Facilities
- IV. Personnel/Experience
- V. Management Plan

#### INTRODUCTION/EXECUTIVE SUMMARY

A summary shall be provided that shall demonstrate the offeror's overall concept of the work being proposed and plan for accomplishing the objectives and tasks set forth in the Statement of Work (SOW). The summary shall also clearly indicate the reasons why the contract should be awarded to the offeror, with appropriate summary of highlights and reference to the plans and qualifications contained in the Technical/Management Proposal.

#### Section I - TECHNICAL APPROACH

In this section, the offeror shall demonstrate a technical understanding of the work to be performed under this contract by providing a narrative discussion of the issues relating to each of the task areas covered by the Statement of Work (SOW). The technical approach shall be such as to enable the engineering personnel to make a thorough and complete evaluation and arrive at a sound determination as to whether or not the supplies proposed and described will satisfy the requirements of NSWCCD. To facilitate the evaluation, the technical proposal should be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the prospective offeror has a thorough understanding of the requirements for, and technical problems inherent in, the production of the equipment detailed in the Statement of Work.

The offeror shall provide a narrative discussion of the following issues:

1. Provide a detailed milestone plan commencing with award of the first delivery order through delivery of the first article. The milestone plan shall be of sufficient detail to demonstrate that the planned approach will support the successful execution of the contract effort. The plan shall clearly differentiate each month's requirements. The plan shall, as a minimum, depict milestones for (i) all facilities and major tooling to be acquired for this program, (ii) purchasing, receipt and use of all major



components and other schedule critical materials, (iii) production including fabrication and/or casting operations, welding and machining operations of all major components, (iv) subassembly and assembly operations including piping and electrical, (v) testing, and (vi) acceptance functions.

2. Describe in detail the approach that will be used to track all manufactured and outsourced parts.

3. Describe in detail the approach to the fabrication (including welding and/or casting), machining, assembly and testing processes. The description shall include long-lead items, time-consuming operations, and unusual quality, precision or tooling requirements (including jigs and fixtures) that could impact the delivery schedule.

4. Provide a tabulation of the components or services that will be subcontracted that are considered to be the most critical to the proposed effort in terms of performance risk. The table shall include, for each component or service, in calendar days after delivery order award:

- a. the planned order date,
- b. the vendor lead time,
- c. offeror's in-plant need date, and
- d. available slack time

Indicate which of these components or services, if any, are on or near the most-critical path, and discuss what monitoring, controls or alternative efforts will be taken to assure that on-time delivery to the Navy will be maintained.

5. Describe how technical information, including drawings, will be converted into work instructions, how the accuracy of this information will be validated and maintained current, and the methods which will be used to incorporate feedback from the shop floor.

## **Section II - PAST PERFORMANCE**

In this section, the offeror shall demonstrate past performance as it relates to the production of equipment described in the Statement of Work. The government will use this information to evaluate past performance in fulfilling contracts in addition to the information available from the automated Past Performance Information Retrieval System (PPIRS).

The offeror shall demonstrate past performance in the following eight areas:

- 1. Conformance to specifications
- 2. Standards of good workmanship
- 3. History of containing and forecasting costs
- 4. Adherence to contract schedule
- 5. History of reasonable and cooperative behavior
- 6. Commitment to customer satisfaction
- 7. Compliance with the clause at FAR 52.219.8, "Utilization of Small Business Concerns"\*
- 8. Compliance with the clause at FAR 52.219-9, "Small Business Subcontracting Plan"\*\*\*

\*52.219-8 applies to all offerors, including small businesses.

\*\*52.219-9 applies only to offerors that are large businesses.

Past Performance information is to be provided in the following format:

1. Provide a tabulated, chronological list of all contracts and subcontracts completed, and all contracts and subcontracts in process, for the last three years in excess of \$500,000.00 each. (Contracts listed may include those entered into with the Federal Government, agencies of state and local Governments, or commercial customers.) Limit the number of past experience to 5 past experiences of similar scope and complexity. If no company past performance exists, include this information from contracts managed by the proposed program manager for this program. Include the following information for each contract and subcontract:

- a. Name and address of contracting activity
- b. Contract number
- c. Contract award date
- d. Contract type
- e. Original and final/projected total contract value
- f. Contract work or description of primary item(s) including a description of in-house and out-sourced work
- g. Original and final delivery/completion dates
- h. Customer Contracting Officer and telephone number
- i. Customer Program Manager and telephone number
- j. Administrative contracting officer and telephone number
- k. List of major subcontractors
- l. Offeror Program Manager- contracts he/she has overseen of similar size and complexity

2. Identify three (3) contracts from (1) above that are the most relevant to the effort required by this solicitation, in terms of similarity and complexity, and provide the following information:

- a. A detailed description of the primary end item(s)
- b. A detailed discussion of their relevancy

**Note: The maximum length of response should be limited to 2 pages per contract.**

3. For any contract from (1) above which did not meet original requirements with regard to delivery schedule, technical performance, or cost, the offeror shall provide the following information:

- a. A detailed description of the primary end item(s)
- b. Reason for the contract shortcoming(s), for example:
  - Quality assurance system deficiencies
  - Adherence to contract delivery/completion schedules
  - Adherence to specifications/work statements
  - Waivers to contract requirements
- c. Efforts taken to resolve the shortcomings
- d. Measures executed to eliminate future recurrence.
- e. Copies of all written correspondence relative to those problems encountered, the responses, and a description of the actions taken to resolve the problems. Specifically, provide copies of all show cause or cure notices, written correspondence relative

to delivery concerns or quality concerns of any nature, written correspondence relative to the adherence to specifications, and a listing of all waivers.

Identify and provide information concerning any negative pre-award surveys received during the past three years, including the reason(s), and any steps taken to prevent a recurrence.

**Note: The maximum length of response should be limited to 2 pages per contract, except for items required under e above.**

### **Section III - EQUIPMENT/TOOLING/FACILITIES**

In this section, the offeror shall provide a description of the offeror's equipment/tooling/facilities that would be made available for fabricating the materials identified in the Statement of Work. The following should be addressed:

1. Identify all existing physical manufacturing facilities to be used in the production and testing of solid waste processing equipment commencing with receipt of materials and ending with shipment of end items. The square footage and location of proposed space shall be identified and shown on layout diagram(s). Additionally, describe and identify on the layout any production lines or cells planned to be utilized.
2. Provide a table identifying existing tooling and equipment (exclusive of hand tools and powered hand tools), which will be used in the production assembly and testing of this equipment. The table shall include:
  - a. type of equipment/tool, make, model, age, quantity
  - b. identification of whether numerically or manually controlled
  - c. description of the size, capacity and capability of each machine
  - d. down-time history
  - e. percentage of availability for this program
  - f. major subcontractors for machining or assembly by subcontractor
3. Identify any equipment/tooling/facilities that must be acquired for performance of this requirement. Provide the information requested in (1) and (2) above for this equipment/tooling/facilities. Provide a written commitment from supplier(s) of the equipment/tooling/facilities, to be acquired, identifying dates for delivery.
4. Identify the capability of the offeror's facility to produce all items listed in Section B at the maximum monthly rate set forth in Section F, under FAR Clause 52.211-8.

### **Section IV - PERSONNEL/EXPERIENCE**

In this section, the offeror shall provide an organizational/functional chart depicting the structure and program organization proposed for this program. The chart shall identify proposed individual(s) for each organizational chart position and resumes shall be submitted for all key personnel indicated. The following personnel or functions, are the key personnel categories and shall be indicated in the organizational/functional chart:

- \* Program Manager
- \* Manufacturing Manager

- \* Quality Assurance Manager
- \* Inspection Manager
- \* Purchasing Manager
- \* Subcontracting Manager

(Please note: One person may fill more than one of these positions, i.e., the same person may be the Purchasing Manager and Subcontracting Manager.)

If personnel from a subcontractor are to fill any of these positions then their resume must also be provided. Resumes shall include the relevant qualifications, background, and experience in sufficient detail to demonstrate the capability of such personnel to accomplish the work described in the Statement of Work. In addition, work history of each key person shall contain experience directly related to the tasks and functions he/she is intended to perform under the proposed contract. For each of these positions, a minimum of 10-yrs experience is desired; an appropriate college degree is considered equivalent to 5-yrs of experience, i.e., for the Manufacturing Manager an appropriate degree would be in Engineering. Resumes submitted for functions other than these will not be evaluated.

A summary table shall contain the following information:

Labor Category, Individual's name, education, years of relevant experience, employment status (i.e. currently employed by offeror, potential new hire by offeror, subcontractor employee, subcontractor potential new hire) and annual number of hours estimated available for work.

Offerors shall indicate limitations on the availability of any proposed personnel, if any. If a proposed individual is currently employed by the offeror, the offeror shall discuss how they intend to cover the requirements of this solicitation, and shall indicate any other contract(s) for which the proposed personnel are assigned, including the percentage of their availability for this work and their tenure with the company. If an individual is not currently employed by the offeror, explain the rationale for proposing that person and include their employment contract.

(Note: Key personnel proposed and accepted will be part of the award as specified in Section I, SUBSTITUTION OR ADDITION OF KEY PERSONNEL.)

All submitted resumes shall be grouped by labor category and each resume shall contain the following information:

- Name, proposed personnel category.
- Educational background, including academic degrees and the year conferred.
- Technical training background, including training program completion and year completed.
- Years of applicable experience.
- History of applicable employment experience only, identifying the technical qualifications relevant to the Statement of Work and the Labor Category.

- History of other experience and professional accomplishments that the offeror may wish to present to demonstrate qualifications of the proposed individual.

The following certification shall be affixed on all resumes and personnel data furnished by the offeror:

I consent to the disclosure of my resume (or other personal data) for evaluation purposes regarding the proposal (offeror's name) submitted to NSWCCD under Solicitation N00167-03-R-0074 and certify that this information is correct to the best of my knowledge.

Date

Employee's Signature

#### **Section V - MANAGEMENT PLAN**

In this section, the offeror shall clearly describe their organizational structure and discuss how it will ensure that the work is performed in an efficient, timely, and cost effective manner in performance of the assigned tasks. Lines of communication should be discussed so that the method of communication between the working level personnel and top management is clearly understood. The management plan must show how tasks, milestones, costs and deliverables will be scoped, structured, and tracked.

If applicable, the offeror shall also address his/her subcontractor management plan and show how any proposed subcontractor will be integrated into the overall management approach to ensure that the contract objectives are met.

1. Provide a current company organization chart identifying all corporate officers and all functional department heads. Describe the functional relationships, management controls, and processes used to establish priorities throughout the company.
2. Provide the proposed organizational chart for this program identifying all functional managers and their responsibilities. Identify the interface relationships within the program, the interface relationships between the program and the company's organizational structure and the external interface relationships with the major subcontractors.
3. Describe the overall management approach to Quality Assurance (QA) in sufficient detail to demonstrate that the planned approach is an integral part of all phases of the proposed contract effort. The offeror shall state whether its QA program is in accordance with the requirements of MIL-I-45208A or the tailored version of ISO-9002. The description shall include at least:
  - a. an identification of the QA responsible positions,
  - b. the approving/certifying activity,
  - c. the general procedures to be used for identification and resolution of deficiencies,
  - d. the authority of the QA organization when interfacing with other departments, with subcontractors/vendors and with the Government. (Submission of the company QA manual is not an acceptable response to this item).

- e. the QA management controls that will be used to ensure compliance with the CDRs.
  - f. Describe the process, in detail by which a manufacturing discrepancy is discovered, reported, and adjudicated. The steps from when the discrepancy occurs (through to reporting and resolution), including personnel involved, QA forms, and process with respect to the company QA plan. (Submission of the company QA manual is not an acceptable response to this item).
  - g. Describe the process by which difficulty in building to the drawing (deficient drawing, obsolete standard parts itemized in drawings) is reported and adjudicated, including personnel involved, QA/QC forms, and process with respect to the company QA plan. (Submission of the company QA manual is not an acceptable response to this item).
4. Describe the Configuration Management (CM) Program in sufficient detail to demonstrate that the planned approach is an integral part of all phases of the proposed contract effort. The description shall include at least:
- a. the identification of the CM responsible positions within the offeror's organization;
  - b. the general procedures to be used for identification, resolution, status accounting, and documentation of changes (ECPs), deviations and waivers; maintaining the configuration baseline; and
  - c. the authority of the CM organization when interfacing with other departments within the offeror's organization, with subcontractors/vendors, and with the Government.

### **(3) PRICE PROPOSAL**

1. An offer is presumed to represent an offeror's best effort to respond to this solicitation.

Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the use of a new or innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on the prices should be explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of the work required and of the offeror's financial ability to perform the contract, and may be ground for rejection of the offer.

2. The burden of proof as to price credibility rests with the offeror.

3. Price Proposal Preparation - Offerors shall complete the Unit Price and Total Price for each CLIN in Section B of the solicitation.

## SECTION M Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## CAR-M03 AGENCY SPECIFIC PROVISION - EVALUATION OF PROPOSALS (AUG 1999) ALTERNATE I (AUG 1999) (NSWCCD)

(a) **General.** Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(b) **Initial Evaluation of Offers.** An evaluation plan has been established to evaluate offers pursuant to the factors set forth in (g) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. All evaluation factors other than cost or price, when combined, are more important than price.

(c) **Evaluation Approach.** The following evaluation approach will be used:

(1) Technical Proposal. The evaluators will prepare a narrative description and assign a point score for each technical evaluation factor. All evaluation factors other than cost or price will be combined into a merit rating of either acceptable, unacceptable but susceptible of being made acceptable, or unacceptable.

(2) Price Proposal.

(i) Although price is not scored, numerically weighted, or combined with the other evaluation factors to establish a merit rating, it will be evaluated for magnitude and realism. The determination of the magnitude of the proposal will be based on the total of all proposed prices. Cost realism is a determination of the probable cost of performance for each offeror. In those evaluations where all other evaluation factors, when combined, are more important than price, the degree of importance of the cost or price factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

(ii) Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in price may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. If the proposed contract requires the delivery of data, the quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent in the proposed deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified.

(d) **Competitive Acquisition Instructions.**

(1) If the provision FAR 52.215-1, "Instructions To Offerors--Competitive Acquisition" is included in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(2) If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be in the competitive range.

(3) In either of the above two situations, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(e) **Discussion/Final Proposal Revisions.** The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(f) **Basis for Contract Award.** The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. The integrated assessment may include consideration of the strengths and weaknesses of the proposals, and, if deemed necessary by the Contracting Officer, consideration of various types of mathematical models comparing technical points and cost. Ultimately, the source selection decision will take into account the offeror's capability to meet the requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) All evaluation factors other than price, when combined, are more important than price.

(g) **Evaluation Factors.** The evaluation factors and significant subfactors are listed below. The paragraph below the list provides the relative importance.

SECTION 1 - Technical Approach  
 SECTION 2 - Past Performance  
 SECTION 3 - Equipment/Tooling/Facilities  
 SECTION 4 - Personnel/Experience  
 SECTION 5 - Management Plan

The Technical Approach and Past Performance factors are of equal importance and are more important than the Equipment/Tooling/Facilities factor. The Equipment/Tooling/Facilities factor is more important than the Personnel/Experience and Management Plan factors, which are of equal importance. There may be several subfactors in each area of evaluation, which will be given evaluation point scores. These point scores will be combined to form a merit rating. The price proposal will be evaluated for magnitude and reasonableness.

## **SECTION 1 – TECHNICAL APPROACH**

The offeror's proposal in this area will be evaluated based on the degree to which the technical proposal demonstrates a clear understanding of the issues, principles, and practices associated with the SOW and demonstrates specific knowledge and understanding in each of the Five (5) items as follows:

Item 1 is more important than Items 2, 3, 4, and 5 which are of equal importance.

Item #1: Milestone Plan - The offeror shall demonstrate its understanding of the requirements and level of effort involved in performing this task. The offeror will demonstrate its experience and expertise in identifying



manufacturing, scheduling, monitoring subcontractors, purchasing, and managing involved in the execution of this task.

Item #2: Parts Tracking - The offeror shall demonstrate its plan to track manufactured and out-sourced parts.

Item #3: Fabrication/Machining/Assembly/Testing Process - The offeror shall demonstrate understanding of these processes and their potential impact to the successful management of this program.

Item #4: Subcontracting - The offeror shall demonstrate its understanding of subcontracted items most critical to performing this work with respect to cost, quality, and schedule.

Item #5: Information Management -The offeror shall demonstrate its management of technical information.

## **SECTION 2 – PAST PERFORMANCE**

ALL FACTORS ARE OF EQUAL IMPORTANCE.

The offeror's proposal shall be evaluated based on the demonstrated past performance in the following eight areas:

1. Conformance to specifications
2. Standards of good workmanship
3. History of containing and forecasting costs
4. Adherence to contract schedule
5. History of reasonable and cooperative behavior
6. Commitment to customer satisfaction
7. Compliance with the clause at FAR 52.219-8, "Utilization of Small Business Concerns"\*
8. Compliance with the clause at FAR 52.219-9, "Small Business Subcontracting Plan"\*\*\*

\*52.219-8 applies to all offerors, including small businesses.

\*\*52.219-9 applies only to offerors that are large businesses.

Past performance is required by FAR part 15 to be used to assess relative merit among proposals. The Government will evaluate the offeror's reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction and for having a business like concern for the interests of the customer. Be advised the Government may not contact all references or may seek/contact other references. Offerors with no past performance will not be evaluated favorably or unfavorably on past performance. For the particular offeror who lacks past performance history, the relative standing among offerors is based upon all other evaluation factors except past performance. Proposals will be given credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no past performance.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Information may be obtained from the references listed in the proposal, other customers known to the Government who may have useful and relevant information, and from the automated Past Performance Information Retrieval System (PPIRS). Information will also be considered regarding any significant subcontractors. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The Government intends to award on initial offers received without discussions. However, if discussions are held, offerors determined to be in the competitive range will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review those reports.

## **SECTION 3 – EQUIPMENT/TOOLING/FACILITIES**

The offeror's proposal in this area will be evaluated based upon the demonstration that the equipment/tooling/facilities in the offeror's proposal are capable of performing this type of work and that the offeror has an understanding of the tooling required in the production and testing of this equipment.

#### **SECTION 4 – PERSONNEL/EXPERIENCE**

This factor will be evaluated on the experience and caliber of key personnel. The offeror shall demonstrate that they have the type and quality of key personnel who are capable of executing this program.

#### **SECTION 5 – MANAGEMENT PLAN**

Item's 1 and 2 are of equal importance and are more important than Item's 3 and 4 which are of equal importance.

The management plan shall be evaluated on the following criteria:

Item #1: The offeror's demonstration that its organizational structure has the capability to manage and execute the program, in addition to handling problems in the areas of cost, quality and schedule that can be controlled and/or mitigated by established management controls.

Item #2: The offeror's demonstration that its proposed program structure will have the capability to manage and execute the program, in addition to handling various problems in the areas of cost, quality and schedule that can be controlled and/or mitigated by established management controls. The offeror shall demonstrate the capability of its program structure to deal with major sub-contractors.

Item #3: The offeror's demonstration that its quality control management and procedures are an integral part of all phases of the proposed effort. Additionally, the Government is interested in the offeror's ability to assess and monitor quality control from outside suppliers.

Item #4: The offeror's demonstration that its configuration management control system is an integral part of all phases of the proposed effort, has general procedures for identifying, resolving, documenting, and accounting for proposed Engineering Change Proposals (ECPs), and that the Configuration Management team has authority when interfacing with other departments within the offeror's organization.

#### **(h). Price Proposal**

The Price proposal shall be evaluated to determine whether proposed prices are reasonable and realistic in relation to the technical proposal that it represents. It will also be evaluated for overall magnitude and reasonableness.